PERETORE & PERETORE, P.C.
191 Woodport Road
Sparta, New Jersey 07871
(973) 729-8991
Attorneys for National City Commercial Capital Company, LLC

/s/ Frank Peretore, Esq. Frank Peretore, Esq. FP #7020

LINUTED STATES DISTRICT COLIRT

SOUTHERN DISTRICT OF NEW YORK	
	x :
NATIONAL CITY COMMERCIAL CAPITAL	:
COMPANY, LLC,	:
	:
	:
Plaintiff,	:
	:
vs.	:
	:
KGM CIRCUIT SOLUTIONS, LLC,	:
	:
Defendant.	:
	X

08 CIV. 3856

Case Number:

Judge

BRIEANT

ECF CASE

**COMPLAINT** 

Plaintiff, National City Commercial Capital Company, LLC (hereinafter referred to as plaintiff or ("National City")), by way of complaint against the defendant, SAYS:

#### JURISDICTION AND PARTIES

- This court has jurisdiction of the within cause of action pursuant to 28 U.S.C. 1332, plaintiff and defendant being citizens of different states and the amount in controversy exceeding Seventy Five Thousand Dollars (\$75,000.00), exclusive of costs and interest.
  - 2. Plaintiff, National City, is an Indiana LLC maintaining its principal place of business at 995

Dalton Avenue, Cincinnati, Ohio 45203. National City has two members, to wit, National City Bank and NCBO Holdings, Inc. National City Bank is an Ohio corporation maintaining its principal place of business at 1900 East Ninth Street, Cleveland, Ohio 44114. NCBO Holdings, Inc. is an Indiana corporation maintaining its principal place of business at 1 National City Center, Suite 845E, Indianapolis, Indiana 46255.

3. Upon information and belief, defendant KGM Circuit Solutions, LLC ("KGM") is a New York corporation with offices located at 30 Wall Street, Suite 1100, New York, New York 10003.

### AS AND FOR PLAINTIFF'S FIRST CAUSE OF ACTION

- 4. On or about October 31, 2006, KGM entered into and executed Master Note and Security Agreement #88046000 ("Master Note #1"), as Borrower, with General Electric Capital Corporation ("GE") as Lender whereby KGM purchased certain equipment, which is listed on the invoices (Equipment) attached to the Master Note #1. Attached hereto as **EXHIBIT A** is a true and accurate copy of the Master Note #1 and Invoice.
- 5. On or about October 26, 2006 KGM executed a Delivery and Acceptance Notice for the equipment. Attached hereto as **EXHIBIT B** is a true and accurate copy of the Delivery and Acceptance Notice.
- 6. The Master Note #1 and related documents were sold, assigned and transferred to National City. Attached hereto as EXHIBIT C is a true and accurate copy of the Assignment.
- 7. KGM defaulted under the terms of Master Note #1 in that it has failed to make the required monthly payments for September 20, 2007 and each month thereafter.
  - 8. The plaintiff has demanded payment but the defendants refuse and continue to refuse to

- 16. The Lease #1 and related documents were sold, assigned and transferred to National City. Attached hereto as **EXHIBIT** F is a true and accurate copy of the Assignment.
- 17. KGM defaulted under the terms of Lease #1 in that it has failed to make the required monthly payments for August 20, 2007 and each month thereafter.
- 18. The plaintiff has demanded payment but the defendants refuse and continue to refuse to make payment of the remaining indebtedness.
- 19. Pursuant to the terms of the Lease #1, upon a default the plaintiff may declare the entire accelerated balance to be immediately due and payable.
- 20. Plaintiff has declared the Lease #1 in default and demanded the accelerated balance, plus late charges, for a total of THIRTY THREE THOUSAND TWO HUNDRED EIGHT DOLLARS AND 64/100 (\$33,208.64) as of February, 2008 plus accruing interest and late charges.
- 21. Pursuant to the terms of Lease #1 in the event KGM defaults under the terms of the Lease #1, plaintiff is still further entitled to immediate and permanent title and possession of the equipment, which is the subject of the Lease #1.
- 22. Pursuant to the terms of Lease #1, in the event the defendant defaults, defendant is additionally liable to plaintiff for, inter alia, contractual attorneys' fees.

#### AS AND FOR <u>PLAINTIFF'S THIRD CAUSE OF ACTION</u>

- 23. Plaintiff repeats, reiterates and realleges each and every allegation as set forth above with the same force and effect as if fully set forth herein.
  - 24. On or about October 30, 2006, KGM entered into and executed a Master Note and

Security Agreement 88472000 ("Master Note #2), as Borrower, with GE as Lender whereby KGM purchased certain equipment, which is listed on the invoice (Equipment) attached to the Master Note#2. Attached hereto as **EXHIBIT G** is a true and accurate copy of the Master Note #2 and Invoice.

- 25. On or about October 27, 2006 KGM executed a Delivery and Acceptance Notice for the equipment. Attached hereto as **EXHIBIT H** is a true and accurate copy of the Delivery and Acceptance Notice.
- 26. The Master Note #2 and related documents were sold, assigned and transferred to National City. Attached hereto as **EXHIBIT I** is a true and accurate copy of the Assignment.
- 27. KGM defaulted under the terms of Master Note #2 in that it has failed to make the required monthly payments for September 20, 2007 and each month thereafter.
- 28. The plaintiff has demanded payment but the defendants refuse and continue to refuse to make payment of the remaining indebtedness.
- 29. Pursuant to the terms of the Master Note #2, upon a default the plaintiff may declare the entire accelerated balance to be immediately due and payable.
- 30. Plaintiff has declared the Master Note #2 in default and demanded the accelerated balance, plus late charges, for a total of SEVENTEEN THOUSAND FIVE HUNDRED FORTY FOUR DOLLARS AND 54/100 (\$17,544.54) as of February, 2008 plus accruing interest and late charges.
- 31. Pursuant to the terms of Lease #1 in the event KGM defaults under the terms of the Master Note #2, plaintiff is still further entitled to immediate and permanent title and possession of the

equipment, which is the subject of the Master Note #2.

32. Pursuant to the terms of Master Note #2, in the event the defendant defaults, defendant is additionally liable to plaintiff for, inter alia, contractual attorneys' fees.

#### AS AND FOR PLAINTIFF'S FOURTH CAUSE OF ACTION

- 33. Plaintiff repeats, reiterates and realleges each and every allegation as set forth above with the same force and effect as if fully set forth herein.
- 34. In entering into the transactions at issue, plaintiff and plaintiff's predecessor relied directly upon the express representations of defendant with regard to the Master Notes and Lease and related documents.
- 35. Defendant entered into the Master Notes and Lease and related documents full knowledge of plaintiff's and plaintiff's predecessor's reliance upon its representations therein and, indeed, it made said representations to induce plaintiff and plaintiff's predecessor to rely thereon.
- 36. Plaintiff has been injured as a direct and proximate result of the defendant's failure to honor the express representations in the Master Notes and Lease and related documents.
- 37. Based upon the foregoing, defendants are now estopped from disputing the representations in the Master Notes and Lease and related documents.

#### AS AND FOR PLAINTIFF'S FIFTH CAUSE OF ACTION

- 38. Plaintiff repeats, reiterates and realleges each and every allegation as set forth above with the same force and effect as if fully set forth herein.
- 39. As a result of defendant's conduct as set forth above, defendant has been unjustly enriched.
  - 40. Plaintiff is entitled to recovery under the doctrines of quasi contract, quantum meruit and

unjust enrichment and otherwise.

#### AS AND FOR PLAINTIFF'S SIXTH CAUSE OF ACTION

- 41. Plaintiff repeats, reiterates and realleges each and every allegation as set forth above with the same force and effect as if fully set forth herein.
- 42. Defendant's actions as set forth above constitute an intentional and knowing conversion of the plaintiff's assets and property.
- 43. Plaintiff has been severely injured as a direct and proximate result of defendant's conversion of plaintiff's assets and property.

WHEREFORE, plaintiff demands judgment against the defendant, KGM Circuit Solutions, LLC, as follows:

On the First Count, in the amount of THIRTY THREE THOUSAND EIGHT HUNDRED TWENTY FOUR DOLLARS AND 82/100 (\$33,824.82) and for immediate and permanent title and possession of the equipment which is the subject of the Master and Note #1; and

On the Second Count, in the amount of THIRTY THREE THOUSAND TWO HUNDRED EIGHT DOLLARS AND 64/100 (\$33,208.64) and for immediate and permanent title and possession of the equipment which is the subject of the Lease #1; and

On the Third Count, in the amount of SEVENTEEN THOUSAND FIVE HUNDRED FORTY FOUR DOLLARS AND 54/100 (\$17,544.54) and for immediate and permanent title and possession of the equipment which is the subject of the Master and Note #2; and

On the Fourth Count, in the amount of EIGHTY FOUR THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND 00/100 (\$84,578.00) and for immediate and permanent title and possession of the equipment which is the subject of the two Master and Note agreements and the Equipment Lease; and

On the Fifth Count, for the reasonable value of the equipment and monies provided to the defendant; and

On the Sixth Count, in the amount of EIGHTY FOUR THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND 00/100 (\$84,578.00) and for immediate and permanent title and possession of the equipment which is the subject of the two Master and Note agreements Equipment Lease and for punitive damages; and

All of the above together with accruing interest from February, 2008, late charges, attorneys' fees, interest and costs and disbursements of this case and such other and further relief as this court may deem just and proper.

Dated: Hall N

Frank Peretore, Esq.
PERETORE & PERETORE, P.C.
Attorneys for the Plaintiff
110 Park Street
Staten Island, New York 10306

(718) 667-8785

**EXHIBIT A** 

### Mester Note and Security Agreement

Agreement # 4416161

"Mapter Agreement" means this Master Note and Security Agreement. "Schedule" means any Psyment Schedule signed by you and us that incorporates the torest of this Master Agreement, "Note" menter regressions request the states represent regression regression in the regression The state of the s

1. COMENCEMENT OF SCHEDULE. Commencement of a Schedule (the "Commencement Date") will occur upon our funding of the Original Principal Estence of the Schedule to you or your designee; provided that we do not have to find the Original Principal Belance of a Schedule to you or your designee unless on or before the Last Funding Date indicated on such Schedule (which is the date the credit approval for such Schedule expires): (a) we have reached all required documentation (including confirmation of acceptance) in satisfactory form and substance and any required Advance Payment, (b) no regional adverse change in your business, operations or financial condition occurs, and (c) OBLIGATIONS TO REMIT PAYMENTS TO US UNDER EACH NOTE SHALL BE ABSOLUTE, UNCONDITIONAL AND NONCANCELLABLE, AND SHALL BE COMPLETELY INDEPENDENT OF ANY DEFECT OR DAMAGE TO THE EQUIPMENT [OR ANY OTHER COLLATERAL] OR LOSS OF POSSESSION OR USE OF THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR ANY PALLURE ON THE PART OF ANY FARTY TO PERFORM ANY MAINTENANCE OR SERVICES RELATED TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR MAKE ANY PAYMENTS RELATED THERETO, AND SHALL NOT BE SUBJECT TO ANY SEPOPPS, ABATEMENTS, SUSPENSIONS, DEFERMENTS, REDUCTIONS, CLAIMS, COUNTERCLAIMS OR depenses of any nature whatsoever

2. DISCLAIMER, YOU ACKNOWLEDGE AND AGREE THAT: (2) WE ARE NOT THE SUPPLIER OR MANUPACTURER OF THE EQUIPMENT (OR OF ANY OTHER COLLATERAL) OR ANY PART THEREOF OR THE REPRESENTATIVE OF STHER THE COLLATER OR MANAPACTURER; (b) YOU HAVE SELECTED THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL AS SUITABLE FOR YOUR PURPOSES BASED SOLELY UPON YOUR OWN SUDGMENT WITHOUT ANY ASSISTANCE PROM US OR OUR AGENTS OR EMPLOYEES; (a) YOU EXPRESSLY DISCLAIM RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR OUR AGENTS OR EMPLOYEES: (d) THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL IS OF A DESION, SIZE, FITNESS AND CAFACITY SELECTED BY YOU AND THAT YOU ARE FULLY SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR ITS PURPOSES; AND (e) WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL WE BE DERMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO ANY PART OF THE EQUIPMENT OR (AS APPLICABLE) ANY OTHER COLLATERAL, INCLUDING WITHOUT LIMITATION, THE FITNESS FOR ANY PARTICULAR PURPOSE, USE OR MERCHANTABILITY, OR ANY WARRANTY AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, COMPLIANCE WITH APPLICABLE LAW, USE OR OPERATION OR SPECIFICATIONS, COMPLIANCE WITH APPLICABLE LAW, USE OR OPERATION OR CONDITION OR CAPACITY, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP, OR AS TO SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, ALL SUCH RISKS, AS BETWEEN YOU, AND US ARE TO BE BORNE, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES DELIATING TO THE USE OF THE RESIDURGHT, ANY OFFUEL COLL APPLAL. OR RELATING TO THE USE OF THE EQUIPMENT, ANY OTHER COLLATERAL, OR

J. NOTE PAYMENTS; ADJUSTMENTS, You agree to remit to us the Note Payments (se set forth in the Schodule) and all other sunts when due and psyable each Billing Period at the address we provide to you from time to time. Your Note Payment is calculated in art, using an interest rate based on the interest rate for swaps (fire "Swap Rate") that most closely approximates the initial term of the Note as published in the Federal Reserve Statistical Release H.15 (available at http://www.fedoralreserve.gov/releases/b15/update/)

The second secon presponding Schedule or (if applicable) send you a written firencing proposal/quote relating to the Equipment (the 'Initial' Rate Date'). The interest rate and your Note insment may be adjusted if the Swep Rate as reported 4 business days prior to acceptance of the Equipment is different than the Swap Rate as reported on the initial Rate Date. We will notify you if the interest rate changes, If the involced amount for the Equipment relating to a Schedule is more than the Original Principal Balance shown on that Schedule due to changes in Equipment configuration or other cost factors affecting such involved amount, and f such an increase it within the dollar limits and time limits of our credit approval, you athorize us to increase the Original Principal Bulance by not more than 15% and adjust your Note Payment (using the Interest Rate then applying to the Schedule). We will notify you of any such adjustment,

4. OTHER CHARGES. You agree to: (a) pay all costs and corporate associated with the ownership, use, maintenance, servicing, repair or replacement of the Equipment and (as applicable) any other Collaiered and (b) pay all premiums and other coast of learning the Squipment and (at applicable) any other Collegent. In addition, you will (1) reimburge us for all costs and expenses (including reasonable atternoys' fees and count costs) (unmed in enforcing the Note and (2) pay all other costs and expenses for which you are obligated ander the Note, including any Document Fee specified in the Schedule (the Other Charges"). You agree to file all required property and other last returns and pay all property and other taxes promptly, which may be assessed against the Equipment or against any of the other Collabral. We may take on your behalf any aution required under the Note, which you sail to take, and upon receipt of our invoice you will promptly pay our coats, plus suspensible processing feet. Restrictive endorsoments on checks you send to us will not educe your obligations to us. We may charge you a rount check or non-sufficient funds there of \$25.00 for any check, which is returned by the bank for any reason (not to exceed the maximum amount permitted by law),

5. SECTIRITY INTEREST. As security for the payment of any of your obligations and liabilities of any nature whatsoover, direct or indirect, absolute or contingent, now existing or hereafter commented or acquired, to six pursuant to this Master Agreement and any extensions and modifications hereof (any and all of which are sometimes referred to humafter at the "Indebted ness"), you hereby give, grant and nation to us, our mocessors and savigns, a continuing first perfected security interest in the Equipment, all repairs, accessories, additions, parts, supplies, attachments, devices, replacements and substitutions. for or accessions to such property, all software used to connection with such property, all naurance or other proceeds of such property, all accounts, contract rights, documents, naturalists, accounts receivable, general intengibles, chattel paper and buoks and seconds directly or indirectly related to the foregoing and all your security deposits, revenues or pulser funds or property in passession of or in transit to ux (all berein coferred to collectively as the "Colleteral"). You hereby authorize us to prepare and file, electronically or otherwise, a financing statement and any amendment thereto or continuation or sasignment thorouf relating to our interest in the Collaboral, and containing any other information required by the applicable Uniform Commercial Code. A photostatic copy or other reproduction of this Master Agreement or of a financing statement shall be sufficient as a linerging statement

6. LATE CHARGES. For any payment, which is not received by its due date, you agree to pay a lete charge equal to the higher of 1976 of the amount due or \$22,00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JUSY TELAL. THIS MASTER AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY THE LAWS OF TOWA. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES I AND I. GRAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREAR PROM ENFORCING REPAYMENT OF A DEET DICLUDING PROMISES TO EXTEND OR BENEW SUCH DEET ARE NOT ENFORCEABLE, TO PROTECT YOU AND US FROM MISUNDERS TANDING OR DISAPPOINTMENT, ANY AGREEMENTS YOU AND WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US EXCEPT AS YOU AND WE MAY LATER AGREE IN WRITING TO MODIFY IT.

	W (2)	S. BALLEY! AS YOU AND WE MAY LATER AGREE IN WRITING TO MODIFY!
GENERAL ELECTRIC CAPITAL CORPORATION		KGM CIRCUIT SOLUTIONS, LLC
1810 Thomas Edizag Blyd, Coder Rapids, 14 52404	- [	CIRCUIT SOLUTIONS
By Andrew Andrew	L	JAPAN .
	7	By Merina Gurl
Name: // /	- [	tigaught a Authority Simur
		Name /
Title: >	-1	The Mernber
Page 1	1	Aldan Prise
		Data
	┵.	Date of Signature 10/30/000

#### GE Commercial Finance Vendor Financial Services

7. MAINTENANCE AND REPAIR. You must keep the Equipment and sily other Colleteral free of liens (office than our kers). You may not remove the Equipment of (m applicable) any other Colleteral from the address indicated on the front of a Schoololo without first obtaining our approval. You agree to: (a) keep the Equipment and any other Collected in your exclusive control and prosession; (b) USE THE EQUIPMENT AND ANY OTHER COLLATERAL ONLY IN THE LAWFUL CONDUCT OF YOUR Business, and not for personal, household or family purposes: (c) use the Equipment and any other Collegers in conformity with all insurance requirements, manufacturer's instructions and manuals, (d) keep the Equipment and (exapplicable) any other Collateral repaired and maintained in good working order and as required by the manufacturer's warrancy, certification and standard full service maintenance contract; and (c) give us reaconable access to inspect the Equipment and (no applicable) any other Collateral and the related maintenance and other reports,

INDEMNITY YOU ARE RESPONSIBLE FOR ALL LOSSES, DAMAGES, CLAIMS, INFRINGEMENT CLAIMS, INJURIES AND ATTORNEYS' FEES AND COSTS (collectively "CLAIMS"), INCLIRRED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE EQUIPMENT OR ANY OTHER COLLATERAL, INCLUDING THE USE, CONDITION OR POSSESSION OF SUCH EQUIPMENT OR SUCH OTHER COLLATERAL, YOU AGREE TO DIFFEND AND INDEMNIFY US AGAINST ALL CLAIMS, ALTHOUGH WE RESERVE THE RIGHT TO CONTROL THE DEFENSE AND TO SELECT OR APPROVE DEFENSE COUNSEL. THIS INDEMNITY CONTINUES BEYOND THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION OF ANY

P. LOSS OR DAMAGE, if any item of Equipment is lost, stoles or damaged you will, at your option and cost, office: (a) promptly repair the item or replace the item with a comparable item reasonably acceptable to us (along with repairing or replacing any other Collatoral lost, stolen or damaged); or (b) pay us the sum of (i) all past due and current Note Paymeras, (ii) the their remaining privated balance of the applicable Note (after application of item (b)(i), and (iii) all Other Charges. In the event you exercise option (a) above and replace the Equipment, you will (A) notify us of such replacement within 30 days of the date the Equipment is last, stolen or damaged and (B) replace the Equipment with an item of like or better kind of equipment by the same manufacturer. In the event you exercise option (b) above, we will then acknown our security interest in the Collaboral. recursor proceeds will be applied toward repair, replacement or payment hereunder, as

10. INSURANCE, You agree, at your cast, to: (a) keep the Equipment insured against oil risks of physical less or damage for its fish replacement value, naming you and us as loss payers as our interests may appear; and (b) maintain public liability insurance. covering personal injury and property damage in such amount as we may require, rausing us as additional insured. The policy must be issued by an insurance confer specifiable to us, must provide us with not less than 15 days' prior seritien notice of cancellation, nonrenewal or amendment, and must provide deductible amounts acceptable to us. Upon our request, prior to the Commonocment Date of a Schedulo and at any time thereafter, you ment provide an with evidence of such insurance coverages.

II. DEFAULT. You will be in definit ("Default") under the Note il! (a) you fail to remit to us any payment within 10 days of the due date or breach any other obligation under the Note: (b) a petition is filed by or against you under any bankruptcy or involvency law; or (c) you definally under any other agreement with us or any of new offiliates

 REMEDIES. Upon the commune of a Default, we, at our option, may declare all of the obligations and liabilities secured by this Master Agreement and all Notes to be mmediately due and payable, without demand or notice to you. The obligations and liabilities accelerated thereby shall bear interest at the lower of 18% per annum or the nacimum rate allowed by applicable law. Upon the conscrence of a Default, we may, in our sole discretion, elect to foreclose or realize upon the Colleteral. Should we elect to foreclose or realize upon the Colleteral, you expressly agree that your rights under end interests in the Collected shall be (to the maximum extent permitted under applicable inw) automatically, and without any further action required of any party, maignod and correspond to us, but that we shall have no obligations or limilities related to the Collegend, all of which shall remain with you. You agree to expende and deliver to us for our draigness) such agreements, documents and instruments as may be necessary, in our sols discretion, to effect such assignment and conveyance. Upon such assignment and conveyance, you expressly acknowledge that we may exercise any of the rights related to the Collateral to the exclusion of you. In addition, we may exercise all rights and remedies available to us under the law and Uniform Commercial Code as now

macted or an easy be from tithe to time emended and, in conjunction with, addition to or arbeitstics for these rights and remodics, at our discretion, we may, in conformity with applicable law (i) enter upon your premises and take percession of assemble and collect the Collegeral or to render it unusable, (if) require you to assemble the Collegeral and make it available at a place we designate which is mutually convenient, to allow us to take oscession or dispose of the Colleteral, (iii) sell the Colleteral at public or private sale. whether or not size Colleteral is in our constructive passession, in one or more sales, as an entirity or in parcels, and be, at our election, the purchaser at any such sale, and/or (iv) lease or otherwise dispose of all or part of the Collaboral applying the resulting proceeds to all expenses in connection with the taking and sale or least of Collatoral, and any balance of such proceeds lowerd the payment of your obligations in such areter of application as we many from time to lime clock provided that any proceeds we receive in exaces of your obligations will be remitted to you or (as the case may be) the party enterwise inwitely intided thereto.

Without limitation to the foregoing, it is agreed that upon 5 days' notice to you and within 6 months of repossession (f) any private sale of the Collected in "as is" condition at wholesale including, without limitation, axies based on hids received from dealers, manufacturers or otherwise, or (ii) any lease of the Colleteral, in both events without the need for advertising, shall be a commercially reasonable disposition of the Collected. In no event will him book, black book, NADA or other published price lists be determinative of the commercial reasonablemus of any disposition of the Collected. Netwithelanding any represension or any other action which we may take with respect to the Collectors, you shall be und remain liable for any deficionsy and for the full performance of all obligations on your part to be performed. All such remedies are curatibative and, to the extent permitted by law, may be exercised concurrently or separately,

13. Assignment. You may not assign or dispose of any rights or DBLIGATIONS UNDER THE NOTE OR WITH RESPECT TO THE EQUIPMENT OR WITH RESPECT TO ANY OTHER COLLATERAL OR LEASE THE EQUIPMENT, WITHOUT OUR PRIOR WRITTEN CONSENT, We may, without notifying you, (a) assign all or any portion of our interest in the Nate or all or any portion of our interest in the Equipment or any other Collegeral; and (b) release information we give about you and the Note to the manufactorse, supplier or any prospective investor, ortioipent or purchaser of the Note. If we do make an assignment under subsection 13(a) above, our assignme will have all of our rights under the Note (to the mount of such assignment), but none of our obligations (unless we and such stellenor agree otherwise in writing). You agree not to assert against our assignes claims, offsets or defence you may lave against us,

14. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing to your or (as the case may be) our business address. You represent that (n) you have authority to enter into the Note and by so doing you will not violate any law or ment; and (b) the Note is signed by your authorized difficer, representative or agent The Note is the entire agriculture between you and as, and cannot be modified except by the their document signed by you and us. The Note is binding on you and your suscessors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You annively us or our representatives to: (a) obtain credit reports and make gradit inquiries; and (b) formisk your payment history to credit reporting agencies. Any claim you have against us must be made within 2 years after the event, which caused it. If a ourt finds any provision of the Note to be mountaineable, all other terms will remain in effect and enforceable. You authorize us to specified or correct missing information on the Note, including the Commencement Date. year proper logal searc, social numbers and eny other information describing the Equipment If you so request, and we permit the early termination of a Schadule, you ros to pay a fee for such privilege

15. LIMITATIONS ON CHARGES. This Socilon controls over every officer part of this Mister Agreement and over all other documents move or later pertaining to the Note. We both intend to comply with all applicable laws. In no event will we charge or collect ny amounts in excess of those allowed by applicable law. Any part of this Master Agreement that could, but for this Soction, be read under any circumstances to allow for a harge higher than that allowable under any applicable logal limit, is limited and modified sy this Section to limit the amounts chargeable under the Note to the maximum amount byweed under the logal limit. If in any disconneunce, any amount is excess of that allowed by law is charged or received, any such charge will be despeed limited by the impant legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally coved under the Note, or refunded to want

HATTER 'S

Our Federal Tax ID # 131500700

10/03/07 A1 0000001 GEVIASES 001 802 1-0UNCE

485448 12/47/20...12:00

KGM CIRCUIT SOLUTIONS LLC C/O WESTCOM ATTN: ACCOUNTS PAYABLE 162 STH AVE

Filed 04/23/2008 Questions???? 800-327-9701 Page 11 of 37

319-841-6324

Correspondence Only: PO BOX 3083 CEDAR RAPIDS 1A 52406-3083

Billing ID Number	90133740842
Invoice Number	66089380
Invoice Date	09/09/2007
Due Date:	10/01/2007
Current Items Due:	1,308.14
Total Amount Due:	3,862.13

ccount Schedule Number	Due Date	OR CURRENT ITEMS DUE Purchase Order Number Equipment Description	Line Item Amount	Acct/Sche Total
4416161-005*		REFERENCE NUMBER 4416161008 SYSTEM SOFTWARE-CURRENT GA - LOCATION: 30 WALL ST NEW YORK NY 10003		
	10/01/2007	PAYMENT/INSTALLMENT DUE	1,245.85	
	08/01/2007	LATE CHARGES DUE	62,29	
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SERVICE.LEASINGSOURCE.COM PAY BILLS ONLINE.

To ensure proper credit, detach and return this portion with your payment. Please include your billing ID Number on your check.

KGM CIRCUIT SOLUTIONS LLC C/O WESTCOM ATTN: ACCOUNTS PAYABLE 162 5TH AVE NEW YORK NY 10010

D2-1X72-8580(1G00)

Please check here if your address or equipment location has changed and complete reverse side.

Billing ID Number	90133740842
Invoice Number	66089380
Due Date:	10/01/2007
Current Items Due	1,308.14
Total Amount Due	3,862.13

Litalian Matter State of the Control Make Checks Payable and Remit to:

\\ \text{\land\| GE CAPITAL P. O. BOX 642555 PITTSBURGH PA 15264-2555

**EXHIBIT B** 



Master Note and Security Number: 4416161 Schedule Number:905

#### DELIVERY AND ACCEPTANCE NOTICE

		REC'NING GENERAL ELECTRIC CAPTIAL PRPORATION	
Quantity	Equipment Wodel and Description	Serial Rumber	
	SYSTEM SOFTWARE - CTRRENT GA BELFASE		
	See attached Exhibit A for full schedule of equipment and software, stace hereto and mode part hereof	hed	
Equipment Leastic	nt 30 WALL STREET, NEW YORK, NY 10003		
Equipment Supplier	: EASTERN RESEARCH, INC.		
the date set forth to (b) Bostower has into (c) No event which we and all of the repro- tiste:	(to include any software being financed in connection with the Equipment) selow (the "Acceptance Date"): vocably accepted the Equipment as of the Acceptance Date; sould slow the Lender to declare a Dafauh (as defined in Section 11 of the Memeritations and warranties made in the Master Note and Security Agreement expressly puthorizes Lender to insert the Acceptance Date in the space below	ester Note and Security Agreement) has occurred, by the Borrower are true as of the Acceptance	
<i>Y'</i>	vin Gur		



#### Exhibit A to Schedule and Certificate of Acceptance

KCM-CIRCUIT POLUTIONS, LLC 4416161008

DESCRIPTION	OIY
System Software, Current GA Release	
DNX 4 Stot Equipment Next - 24VDC	
DNX 4 Skot Equipment Nest - AC	
DNX 4 Sint Equipment Nest - 45 V DC	
DNX 11 Blot Emiloment Nest	
DC Powar Supply / for 11 slot neat)	
AC Power Supply (for 11 slot next)	
SMC II w/Stratum 3 clk	
Synametron Node Manager (XMM)	
SMC NA or XNM max modula	
Froatsion Note Cross Connect App. (XCC)	
Froensinn Node Cross Connect I/E (XCC)	
Fronteion Link Controller Module (XLC)	
Single STS-1 Application Module	
Single STS-1 Interface Module	
Model DS-3 Application Medule	
typital DS-3 Interface Module	
Control T1/E1 Application Module	
Ortal T1/E1 with APS Application Mediule	
Octal T1/E1 Interface Module	
Octal MSD Application Module	
Ontal HSD Interface Module	
Dued OCUDP Application Modula	
Oued OCUDP Interface Module	<del></del> _
Router/A Application Module	
Router/S Interface Module	<u> </u>
Origi Voice Application Marbia	
Ontal 4 Wine E & M Interface Module	
Octal 2 Wire FXO/DPT Interfece Medida	
Carl 2 Wire FXS Interface Module	
STM1 Application Module	
STM1X (X-Link) Application Module	
DC3 Application Module	<del></del> +
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STM1/C3 Inter_ceops Interface Module	<del></del>
STM1/OC31 one range interface Module	<del></del>
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Total DSO-DP Interface Modula	
5 Application Module	<del></del>
3 Interface Modula	
NX Family Product Decomposition CD-RCM	•

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## GE Commercial Finance Ventor Prendel Services

N+1 Switch	
N +1 Protection Switch (for DNX.11 only)	
N+ 1 Switch Controller Carti	
N +1 Switch DC Power Supply	
N+1 Narrowband Primary Card	
N +1 Nerrowband Redundant Card	
N +1 Broadband-E Primary Card	
N +1 Broadband-E Redundant Card	<u> </u>
SUBTOTAL - N+1 Switch Products	
Cables & Accessories	
N +1 Switch Blank Bezela	
Riank hazel for front avetern manager slots	
Blank bezel for front application slots	
Blank bazel for sear injerface slots	
Blank hezel for nower supply slots - DNX-11	
VAC to VDC Power Converter (1.5A)	
DSX Patch Panet 48 port	<del>_</del>
50 pln to 50 pln telen cable	
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DSX Patch Panel 48 port	
55 pin to 50 pin telen rable	
50 nin teles in hare wire cable	
Harmonica Adapter 50 pin F to 8 R.I.48C	
Broadband Mild Comisi Cable.	
Expansion cable - XCC to XIC (101)	
Evolanajon cable - XGC to Xi G (20)	
DNX.11 Flush 23" Rack Mount Adapter Kit	
DNX-11 Center 23" Reck Mount Adepter KR	
PSX Flush 23' Rack Mount Adopter Kit	
PSX Center 23" Ruck Mount Adenter Kit	

System Software - Current GA Release	11
DISK 11 Blot Emuloment Hest	
DC Prover Supply ( for 11 slot nest)	
AC Power Supply (for 11 slot rest)	
SMC II w/Siretum 3.clk	
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Expansion Link Controller Module O(LC)	<del></del>
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Octal T1/E1 with APS Application Module	<del></del> _
Octal T1/E1 Interface Module	
Octal HSD Application Module	
Octal HSD Interface Module	
Quad OCLIDP Application Module	
Quer OCUDP Interface Module	

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## GE Commercial Finance Vendor Financial Services

Single Router Application Modula	
Single Router Interface Module	
Route#B Application Module	
Router/8 Interface Module	
Octat Voice Application Module	
Octal & Wire E.A.M Interfere Medicies	
Octal 2 Wire FXO/DPT Interface Module	
Octal 2 With FXS Interface Module	
STM1 Application Module	
OC3 Application Module	
OC3/STM1 Optical Nest (X-link) Software	
STM1/OCS Inter, range Intertace Module	
STM1/DC3 Long range Interface Module	
Oriet DS0-DP Application Module	
Ortel DS0-DP Interface Module	
E3 Application Modula	
E3 Interface Module	

DNC Family Product Documentation CO-ROM	
N+1 Switch	QTY
N+1 Protection Switch (for DNX 11 only)	
N+ 1 Switch Controller Card	
N+1 Switch DC Power Supply	2
N+1 Narrowband Primary Card	
N +1 Narrowband Redundant Card	
N +1 Rosedhend-E Primary Card	
N +1 Broadband-F Redundant Card	
Cables & Accessories	
N +1 Switch Black Bazels	7
Rienk bezei for froat system manager slots	
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Blank bezel for nower supply slots - DNX-11	
OSX Paich Penel 48 pod	
50 pin to 50 pin teloo cubie - 15Ft	<u> </u>
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Hermonica Adapter 50 pln F to 8 R L48C	
Broadband M/M Coaxial Cablem - 15Ft	
Expension cable - XCC in XI C (10)	
Expansion cable - XCC to XLC (201)	<del></del>
DNX-11 Flush 23" Rack Mount Adupter Kit	<del></del>
DNX-11 Center 23" Rack Mount Adenter Kit	
PSX Flush 23' Rock Mount Adeoler Kit	
PSX Center 23" Rack Mount Arispher Kit	

**EXHIBIT C** 



#### **Equipment Finance Services**

10 Riverview Drive Danbury, CT 06810

T (203) 749-6000

October 20, 2007

Customer KGM Circuit Solutions LLC 30 Wall Street New York, NY 10005

Re:

Notice of Assignment - Equipment Schedule No. 4416161-005 (the "Designated Schedule") incorporating by reference the terms and conditions of that certain Master Note and Security Agreement dated as of October 31, 2006, both between General Electric Capital Corporation ("GE") and KGM Circuit Solutions LLC ("Customer").

#### Ladies and Gentlemen:

GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

**EXHIBIT D** 



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1. COMMENCEMENT OF LEASE; RENTAL PAYMENTS. You agree to lease from us the Equipment described in this Lease and remit to us Rental Payments (and applicable taxes) for the full Lease Term. Reptal Payments will include any freight delivery, installation and other expenses we finance on your behalf all your request. When you applicable exest for the full lease term. Recall regiments with inclose any regan, derivery, installation and outsit expenses we framed on your centar at your request. When you receive the Equipment, you agree to inspect it and to verify by interphone such information as we may require or, at our request, send us a written certificate of acceptance. We do tocate me equipment, you office to impose it and to want by implicate soon injustiment as we may require or, at our require it is Lesse and we are not obligated to purchase a unit of Equipment from Supplier or lease a unit of Equipment to you unless on or before the Last Punding Date indicated on the cover page of this Lesse (which is the date the credit approval for this Lesse expires): (a) we have received all required decommendation in substantory form and indicates on the cover page of this lease (which is the that the treat approval for this lease exputes); (ii) we have received any required Advance Phymeni, (d) no material adverse change in your business, operations or financial condition occurs, and (c) no Event of Default as described in Section 10 occurs and is then continuing. If we do not accept this Lease, we in your pusiness, operations or internett consistion occurs, and (c) no event of electric in section to occurs one is not a new constituent of electric to you say Advance Payment. If all the conditions precedent set forth shows have been met and we have eccepted this Lease, the Lease Term begins on the date you accept the Equipment (the "Lease Commencement Date"). ONCE WE ACCEPT THIS LEASE, YOU MAY NOT CANCEL IT DURING THE LEASE TERM. If the Lease Accept the Equipment (for Lease Commencement Date ). Once we now a now in the Lease Commencement Date is not the first or the fifteenth day of any calendar month (a "Payment Date"), the Lease Term will be extended by the number of days between the Lease Commencement Date, and your first payment will be increased by 1/30th of the monthly Rental Commencement Date and the rayment Date which may become after the Lesse Commencement Date to the day immediately preceding the first Payment Date after the Lesse Commencement Date to the day immediately preceding the first Payment Date after the Lesse Commencement Date. You auditorize us to change the Rentzl Payment by not more than 15% due to changes in the Equipment configuration or other factors affecting Equipment Cost which may Date: 1 but satisfactive to to cominge the mental rayment of not more than 1975 one to changed in the equipment contribution of other means affecting adjusted to the date of each Runal Payment and the address to which you must send your payments, but our failure to so adviso you will not release you of your obligations under this Lease. Rental Payments are due whether or not you receive an invoice. Unless otherwise required by applicable have we are not required to refund any Rental Payment, pay any interest on any Advance Payment, or keep any Advance Payment in a separate account. We may apply the Advance Payment to any amount you owe us under this Lease. Lease Rate Factor. Your periodic Rental Payment are calculated using a Jease rate factor (the Thease Rate Factor). Advance Payment to any amount you owe us under this Lease. Lease Rate Factor. Your periodic Regular Payment: are calculated using a lease rate factor (the "Lease Rate Factor"). The Lease Rate Factor is calculated, in part, using an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of this Lease as Parte Date"). The Lease Rate Factor and your periodic Remail Psyments may be adjusted if the Swap Rate as reported four (4) business days prior to acceptance of the Equipment in different than the Swap Rate as reported on the Initial Rate Date. We will notify you if the Lease Rate Factor changes. Notwithstanding the foregoing, if this is a Stated Psychiate.

ordered than the Swap Kase at reported on the initial rate Date. We will some you it the Lease Kase rather changes. Propositionanding the foreigning, it this is a Stated enterinate Option Lease and the Lease Rate Factor is provided to you on or before December 31° of any calendar year, but the Lease Commencement Date is on or after January 1st of the following calendar year, then the Lease Rate Factor and your periodic rental payment will be adjusted to preserve our fax economic yields and cash flows and we will notify you of any 2. TAXES. You agree to pay us, when invoiced, all sales and use many and other similar charges imposed relative to this Lease, the Rental Payments or the Equipment. If the Purchase Option amount is \$1.00 (a "Dolfar Purchase Option"), you agree to fife any required personal property tax returns and if we ask, provide us with proof of payment. If the Purchase Option smooths is other than \$1.00 (a "Stated Purchase Option"), you agree at our option to either (a) reimburse us for all personal property taxes which we may be required to pay as the owner of the Equipment of (b) remit to he each month our estimate of the monthly equivalent of the annual personal property taxes to be assessed. If an increase in the federal corporate measure max rate or a change in the "accelerated orst recovery deductions" allowed by the futural Revenue Code of 1986, as amended, adversely affects our after-tax earnings on this Lease, we may increase the Rental Payments to offset such adverse effect and a change in the Rental Payments is effective on the effective

3. NET LEASE. THIS LEASE IS A NET LEASE AND YOUR PAYMENT OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, ABATTMENT, REDUCTION, RECOUPMENT, DEFENSE OR SETOFF FOR ANY REASON WHATSOEVER.

NOT SUBJECT TO CANCELLATION, ABATEMENT, REDUCTION, RECOUPMENT, DEFENSE OR SETOFF FOR ANY REASON WHATSOEVER.

4. OWNERSHIP. If this Lease provides for a Dollar Purchase Option, you will have title to the Equipment and will be deemed to be the owner of the Equipment and will be entitled to all tax benefits. If this Lease provides for a Stated Purchase Option, we will have title to the Equipment unless and usful you exercise susy Purchase Option available to interestably grant us the power to propert, sign on your behalf (if applicable), and file, electronically or otherwise, a financing statement and any amendment discrete or continuation thereof relating to the Equipment, and containing any other information required by the applicable Uniform Commercial Code. At our request, you will attach 5. MAINTENANCE. You will at your own expense (a) keep the Routement in good repair, condition and working order ordinary mean and lost accounted from the Routement in good repair, condition and working order ordinary mean and lost accounted from the Routement in good repair, condition and working order ordinary mean and lost accounted from the Routement in good repair, condition and working order ordinary mean and lost accounted from the Routement in good repair, condition and working order ordinary mean and lost accounted from the Routement in good repair, condition and working order ordinary mean and lost accounted from the Routement in good repair, condition and working order ordinary mean and lost accounted from the Routement in good repair, condition and working order ordinary mean and lost accounted from the Routement in good repair, condition and working order ordinary mean and lost accounted from the Routement in good repair, condition and working order ordinary mean and lost accounted from the Routement in good repair, condition and working order ordinary mean and lost accounted to the Routement in good repair, condition and working order order or accounted to the Routement in good repair or accounted to the Routemen

toccorying notes supplied by as showing our masters in a proximinal possible of each unit of equipment.

5. MALYTENANCE. You will, at your own expense. (2) keep the Equipment in good repair, condition and working order, ordinary wear and terr excepted, free of all-claims, the encumbrances of any kind or usuate, (b) not move the Equipment from the Equipment Location without our prior written consent, (c) use the Equipment solely for nest and encuriorances of any kind of manne, (o) not more the Equipment month the Equipment for which it is intended and in compliance with all applicable laws and manufacturer requirements or recommendations, (d) perform all service and maintenance requirements described in the operator's and inequation manuals provided by the manufacturer or Symptom and keep the Equipment eligible for any and manufacturers will become part of the Equipment unless they can be easily removed without damage to the original Equipment. You will not arrach any of the Equipment unless they can be easily removed without damage to the original Equipment. You will not arrach any of the Equipment in any rest estate. Upon our reasonable request and at your cost, you will get each person with an interest in the real estate where the Equipment is located to waive any rights they may

have in the segreption.

6. DISCLAIMER OF WARRANTIES. You have selected the Equipment. You acknowledge that the Supplier, the manufacturer of the Equipment and their respective representatives are not our agents and are not authorized to modify the terms of this Lease. You are aware of the name of the manufacturer or Supplier of each item of Equipment and you will contact the manufacturer or Supplier for a description of your warranty rights. You agree to settle any dispute you may have regarding performance of the Equipment with the manufacturer or Supplier of the Equipment. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RECARDING THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, ITS DESIGN. MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. WE SHALL HAVE NO LIABILITY TO YOU OR ANY MERCHANYABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. WE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR THIS LEASE. WE WILL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OF THIS LEASE OR FOR ANY LOSSES, DAMAGES, DELAY OR FAILURE TO DELIVER THE EQUIPMENT. THIS LEASE CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You agree to waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent permitted by applicable law, you also hereby waive any rights now or hereafter conferred by statute or otherwise that may limit or mouthly any of our rights or remedies under this Lease, including any rights you may have which require us to (a) sell any Equipment to mitigate damages or (b) provide you with notices of default, intent to accelerate amounts becoming due or acceleration of such have which require is to (a) set any equipment to integrate damages or (b) provide you with noncest of certain, ment to exceed a northest order for the Equipment, you serigh to us, without further soliton on your or our part, all of your rights but none of your obligations with respect to the Equipment and any proceeds detect and agree to, upon our request, obtain consent from the manufacturer of Supplier of Equipment with respect to such assignment. Unless to the Equipment and any processes thereof and agree to, upon our required consent nout the manufacturer of supported the administrative with temperature of supported the manufacturer.

7. INDEMNITY. You are responsible for, and agree to defend and indemnify as against, all losses, claims, injuries and attorneys' fees incurred or asserted by any

person that relate to the Equipment. We reserve the right to control the defense and to select of approve defense counted. This indemnity survives the control or assured of this Lease. If this Lease provides for a Stated Purchase Option, you agree that it was entered into on the assumption that we will be entitled to certain tax benefits available to the

this Lease. If this Lease provides for a Stated Purchase Option, you agree that it was entered into on the assumption that we will be entitled to certain ton benefits available to the owner of the Equipment, and you agree to indemnify us for the loss of any income my banefits caused by your acts or emissions.

8. LOSS OR DA MAGE. If any item of Equipment is lost scales or damaged, you will (and Rental Payments will continue to accrue without abasement until you), at your option and oost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us a sum equal to (1) all Rental Payments and other amounts due and payable under this Lease, and (2) the present value of (i) all Rental Payments to become due during the remainder of the Lease Term, and (ii) the Purchase Option amount set forth in this Lease, each discounted at (x) 6% per around if this Lease provides for a Sweet Purchase Option, (y) the lease charge rate (as determined purguint to to as the "Net Book Value"). We will than temperate you all our right, title and interest in the Koupment "AS-IS. WHERE-IS" WITHOUT ANY REPRESENTATION OR Section 10) It talls Lease provides for a Dollar Purchage Option, or (2) it such applicable issens not permitted by law, then at the towest talls permitted by law (consecutery rate free its the "Net Book Value"). We will then transfer to you all our right, title and interest in the Equipment "AS-IS, WHERE-IS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER Insurance proceeds will be applied toward repair of replacement of the Equipment or payment hereunder, as applicable.

WARRANTY WHATSOEVER incurance proceeds will be applied forward repair of replacement of the Equipment of payment hereunder, as applicable.

9. INSURANCE. You are responsible for loss and damage to the Equipment from any cause whatsoever on and after delivery thereof. You agree, at your cost to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as lose payee; and (b) maintain public liability insurance, covering payment property damage in such amount as we require, naming us as additional insured. Prior to commencement of this Lease and at any time upon our request, you must provide us with evidence of an occurrence type insurance policy covering such risks and liabilities issued by an incurance carrier accordable to us. The policy must provide us with not less than 15 days' prior written nonce of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. .ಫ

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(Continued on Next Page)

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10. DEFAULT. An Event of Default will occur if. (a) we do not receive any Rental Payment or other payment within 10 days of its due date, (b) you or any guaranter of your obligations under this Losse ("Guarantor") do not perform any of your or any Guaranton's other obligations under this Losse or such Guarantor's guerancy, and such failure combinues for 10 days after we notify you of it, (c) any representation you have made in this Lease or any Guarantor has made in its guaranty shall prove to have been. Also or misleading in any material respect (d) you of any Guaranter become insulvent, are liquidated or dissolved, merge, usingly substantially all of your or its stock or assets, stop doing business or assign your or its rights or property for the benefit of creditors, (e) a petition is filed by or against you or any Guaranter under any bankrupmy or insolvency law, (f) if you are a sole proprietorship, you die or have a guardian appointed, (g) any Guarantur dies or has a guardian appointed, or (h) you default on any other agreement between you and

agreement between you and us. (b) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to the Net Book Value, (c) require agreement persect you and us. (o) require you to immediately pay us, as compensation for loss of our pargain and not as a penalty, a sum equal to the rect most value, (c) require you to return the Equipment in accordance with Section 13. (d) repossess the Equipment without court order and you will not make any claims against us (or our agent) for embers of traspass of any other reason if we take such action, and (e) exercise any other right of remedy available at law or in equity. You agree to pay all of our costs of embreing our rights against you, including absorbeye fees. We may, but will have no obligation to, sell or otherwise dispose of the Equipment with or without notice to you, at a public or private sale, and without any duty to account to you with respect to such action or inaction or for any proceeds with respect thereto. You agree that (a) if nonce of sale is place of private sac, and without any duty in decount in you with respect we such account or for any proceeds with respect meters. For agree that (2) it house of sale is required by law, five days advance notice will constitute reasonable notice, (b) we may apply the proceeds of any sale or other disposition of the Equipment (after deducing all apply such net proceeds, and (d) we will retain all right and remedies even if we do not choose to enforce them at the time of your default. If this lease provides for a Dollar Furtherse Option and we receive more than the Net Book Value plus our costs and expenses, we will remit any excess to you.

12. END OF LEASE OPTIONS. If this Lease provides for a Dollar Purchase Option and you are not in default, we will release any security interest we have in the Equipment at the end of the Lease Torm. If this Lease provides for a Stated Purchase Option and you are not in default, you will have the option at the end of the Lease Term to (a) return the Equipment in accordance with Section 13, (b) extend the Lease Term for a new term upon the terms and conditions set forth in this Locac, or (c) on 60 days advance writing notice to us, purchase all but not less than all of the Equipment for the Purchase Option amount (and all applicable taxes). If the Purchase Option is stated as a percentage, the Purchase to us, purchase all out not less man all of the enquipment for the purchase option amount (and all applicable cases). If the purchase option is suited as a personage individual continued will be the product of such personage multiplied by the final Equipment Cost. If the Purchase Option is suited as FMV, FMV will mean the fair market in place while of the Equipment in you "As is, where is" without any representation or warranty whatsoever if you pair to except the equipment of the sphirable amount, the purchase of the Court of the sphirable amount, the purchase of the court of the sphirable amount. The purchase of the court of your obtaining under this lease will continue until the equipment is returned in

13. RETURN OF EQUIPMENT. If (a) an Event of Default occurs, (b) you do not purchase the Equipment at the end of the Leses Term, or (c) you do not extend the Lease Term, as your cost and risk you will promptly (i) place the Equipment in good order and conditions (except for ordinary west and tear from normal use). (ii) cause the Equipment to be diseasembled, demobiled, inspected, leaded and crated in accordance with the manufacturer's recommendations and any and all local, exact and federal regulatory requirements then Scares, and (iv) pay a return for of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our coers in processing returned Equipment. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance contract, and includes the latest activate release provided by the manufacturer or Supplier to you. You will continue to remit Remail Payments until the first day of the

maintenance compact, and includes the latest received by us in the condition required by this Lease.

14. ASSIGNMENT. YOU WILL NOT SELL, ASSIGN OR SUB-LEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE, OR FILE OR PERMIT ALIEN participant or purchaser of this Lease, and (b) sell, assign, or transfer this Lease and information we possess about you and this Lease to any properties under the sease and (b) sell, assign, or transfer this Lease and our interests in the Equipment. You agree that the new owner or any of our assignees and appropriate or the sease sights and handles that the new owner or any of our assignees and the sease such as the sease sights and handles that the new owner or any of our assignees and the sease sights and handles that the new owner or any of our assignees and transferoes will have the same rights and denefits that we now have under this Lease but none of our obligations. The sights of the new owner or any of our assignees and transferees will not be subject to any claim, defence, or ser-off that you may have against us.

dangerees will not be subject to any claim, depende, or ser-out may you may have against us.

15. PAST DUE PAYMENTS. We may charge you a late charge equal to 10% of any late payment, but not more than the highest legal rate. Any Renal Payments not made when due and other payment obligations incurred as a result of an Event of Default will accrue interest at the lower of 18% per annual or the highest legal rate from their due dife until

16. COMPLIANCE WITH LAWS. You understand that the Equipment may be purchased for each for an amount equal to the cost thereof or it may be leased. By signing this to, COMPLIANCE WILL LAWS, You understand that the equipment from us for the Lease form and agreed to remit Rental Payment and other sums to us. If this Lease provides for a Dellar Purchase Option, or a Stated Purchase Option that constitutes a nominal percentage of the Equipment Cost, each Rental Payment includes a principal amount based on ici a Dellar Purchass Ophori, or a Stated Purchase Ophori unit constitues a nominal percentage of the acquipment Cost, each Resent Payment includes a principal amount based on the Equipment Cost and a lease charge rate. The lease charge person of the Rentil Payment can be determined by applying to the Equipment Cost the rate that will amortize the Equipment Cost down to the Purchass Ophori amount by remittance of the Rentil Payment. The lease charge rate may be higher than the sexual amount inserted to the amortization of octain costs and expenses incurred by its WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS LEASE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS LEASE OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

YOU. IN NO EVENT WILL YOU BE REQUIRED TO FAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

17. YOUR REPRESENTATIONS. You represent and warrant that (a) you have the lawful power and authority to enter into this Lease, (b) the individuals signing this Lease have been duly authorized to do so on your behalf, (c) by eneeting into this Lease, you will not violate any law or other agreement to which you are a party, (d) you are not signer of anything that will have a nuterial adverse effect on your ability to astisfy your obligations under this Lease, (e) ill financial information you have provided and will provide to us is true, correct and complete and provides an accurate representation of your financial condition, and (f) the location of your chief executive office, state of incorporation or organization, exact legal name, place of residence and organizational identification number, as applicable, have been correctly identified to us.

18. MISCIPLE A WEIGHT Company that during the Lease Term (a) you will promptly notify us in writing (f there is a change in the name, ownership, state of incorporation or

organization, exact legal name, place of residence and organizational identification number, as applicable, have been correctly identified to us.

18. MISCELLANEOUS. You agree that during the Lease Term (a) you will promptly notify us in writing if there is a change in the name, ownership, state of incorporation or formation or organizational number (if any) of your business, or if there is a change in your ownership, (b) you will provide such financial information we may reasonably request, (c) you will take any action we reasonably request to protect our rights in the Equipment and this Lease, and (d) we may insert missing information or correct obvious efforts or other written or oral agreement bridge to you. This Lease constitutes the entire agreement between you and us and supertendes any conflicting equipment pickelses or other written or oral agreement. Except as noted in clause (d) above, no modification of this Lease will be binding unless in writing and signed by you and us. You reporting agencies. You agree to pay us a fee shown on the cover page of this Lease in cover our documentation and invertigation costs. Any claim you have against us must be remaining terms will femain in effect. If you fail to comply with any provision of this Lease, we have the right but not the obligation to have such provision brought into compliance and all expenses we incurred in bring about such compliance will be considered a Kernal Payment which is due within five (5) days after the date we send only on a remaining terms will remain in effect. It you have to comply what any provision of this Lease, we have the higher that the congruence will be considered a Remail Payment which is due within five (5) days after the days we send to you a address set forth on the cover page of this Lease of our address at 1010 Thomas Edison Boulevard S.W., Cedar Rapids, Iowa 52404, Telephone No.: (800) 535-14505 or by the days of the cover page of this Lease of our address at 1010 Thomas Edison Boulevard S.W., Cedar Rapids, Iowa 52404, Telephone No.: (800) 535-14505 or by faccimile transmission to you at your faccimile telephone number set forth on the cover page of this Lease or to us at our faccimile telephone number (319) 841-6324, with oral tacsimic construction whom is your iscentile releption number set form on the cover page of this lease of to us at our recommic temptions number (217) 841-6324, wage of accounts of receipt. At any time after this Lease is signed, you or we may change an address or facetimale telephone number by giving notice to the other of the change. You bereby echaptwisedge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment.

19. CHOICE OF LAW. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA BOTH FARTILES CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA FOR ALL DISPUTES ARISING UNDER THIS LEASE AND WAIVE ANY RIGHTS TO A JURY THAT IN A NEW A COURT ADDRESS OF THE STATE OF THE STATE OF IOWA BOTH FARTILES CONSENT TO THE JURISDICTION APPEARS AND WAIVE ANY RIGHTS TO A JURY

ARIAL IN ANY ACTION ARISING UNDER THIS LEASE.

10. COUNTERPARTS. This Lease may be executed in separate counterparts, all of which chall posterior constitutes challed paper (as defined in the uniform commercial counterparts) in this lease may be executed in separate counterparts, all of which chall posterior constitutes challed paper (as defined in the uniform commercial counterpart in any applicable jurisdiction), no security in this lease May be created through the transfer or possession of any counterpart other than the original counterpart identified by us as the sole original chattel paper copy.

(Lessee: Please initial here 201 Flow Document Package

to confirm that you have received and read both pages of the Terms and Conditions)

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Please remember to reference Account Schedule #(s) pertaining to your request(s).

Phone: 800-327-9701

319-841-6324 Fax:

Correspondence Only: PO BOX 3083 CEDAR RAPIDS LA 52406-3083

Billing ID Number	90133713947
Invoice Number	66088274
Invoice Date	09/09/2007
Due Date:	10/01/2007
Current Items Due:	1,430.54
Total Amount Due:	5,532.89

# GE Capital

GE CAPITAL P. O. BOX 642555 PITT\$BURGH PA 15264-2555

Our Federal Tax ID # 131500700

981(8 08/21/06 10:00

CIRCUIT SOLUTIONS C/O WESTCOM ATTN: ACCOUNTSPAYABLE 162 5TH AVE **NEW YORK NY 10010** 

Account Schedule Number	Due Date	OR CURRENT ITEMS DUE Purchase Order Number Equipment Description	Line Item Acct/Sched Amount Total
4416161-003*		REFERENCE NUMBER DATA/VOICE HARDWARE SERIAL NUMBER MODEL NUMBER - LOCATION: 30 WALL STREET NEW YORK NY 10005	
	10/01/2007	PAYMENT/INSTALLMENT DUE SALES/USE TAX ON PAYMENT	1,261.78 105.67
<i>'</i>	08/01/2007	LATE CHARGES DUB	63.09

SERVICE LEASINGSOURCE . COM PAY BILLS ONLINE.

To ensure proper credit, detach and return this portion with your payment. Please include your billing ID Number on your check.

CIRCUIT SOLUTIONS C/O WESTCOM ATTN: ACCOUNTS PAYABLE 162 5TH AVE NEW YORK NY 10010

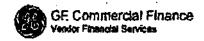
Please check here if your address or equipment location has changed and complete reverse side.

Billing ID Number	90133713947
Invoice Number	66088274
Due Date:	10/01/2007
Current Items Due:	1,430.54
Total Amount Due:	5,532.89

انتظام الطامل والمقطول والمطامل المتطاطط

GE CAPITAL P. O. BOX 642555 PITTSBURGH PA 15264-2555

EXHIBIT E



Marter Note and Security Number: 44)6161 Behedule Number:905

#### DELIVERY AND ACCEPTANCE NOTICE

Berrower Name: KGM CIRCUIT SOLUTIONS, LLC

Londor Name: GENERAL ELECTRIC CAPITAL CORPORATION

	LONGONCION	
Quantity	Equipment Model and Description	Serial Kumber
	SYSTEM ROFTWARE - CIRRENT GA REI FASE	
	(9) See attached Exhibit A for full schedule of equipment and softwart, attached hereto and made part hereof	
Equipment Location	IN 30 WALL STREET, NEW YORK, NY 10003	·.
Equipment Bupple	r eastern research NC,	<u></u>
that  (a) All the Equipment the date set forth is between that irry (c) No event which we and all of the reproduct.	TICE As evidenced by this Delivery and Acceptance Notice, Borrower, through its au  t (to Include any software being financed in connection with the Equipment) has been a below (the "Acceptance Date");  vocably accepted the Equipment as of the Acceptance Date;  ould allow the Lender to declare a Default (as defined in Section 11 of the Master Note exentations and warranties made in the Master Note and Security Agreement by the Be expressly authorizes Lender to insert the Acceptance Date in the space below upon the	delivered to and inspected by Borrower or and Security Agreement) has occurred, acrower are true as of the Acceptance
Sy: X Kes	scut solutions, like  uin Gurl  em Like  polableb	
programme Date: X	10109192	



#### Exhibit A to Schedule and Certificate of Acceptance

KGM CIRCUIT SOLUTIONS, LLC 4416151903

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**EXHIBIT F** 



#### **Equipment Finance Services**

10 Riverview Drive Danbury, CT 06810

T (203) 749-6000

October 20, 2007

Customer KGM Circuit Solutions LLC 30 Wall Street New York, NY 10005

Re:

Notice of Assignment - Equipment Schedule No. 4416161-003 (the "Designated Schedule") incorporating by reference the terms and conditions of that certain Master Lease Agreement dated as of August 2, 2006, both between General Electric Capital Corporation ("GE") and KGM Circuit Solutions LLC ("Customer").

#### Ladies and Gentlemen:

GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

GENERAL ELECTRIC CAPITAL CORPORATION

Name: JoEllen Bentson

Title: Capital Markets Operations - Syndications

NATIONAL CITY COMMERCIAL CAPITAL COMPANY, LLC

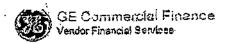
ULCRE

Purchaser

Name:

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**EXHIBIT G** 



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Agreement #4416161

#### Master Note and Security Agreement

"Master Agreement" means this Master Note and Security Agreement. "Schedule" means any Payment Schedule signed by you and us that incorporates the terms of this Master Agreement and any Schedule. "Leader" means General Electric Capital Corporation and is also referred to as "we", "na" and "nue", "Boscower" means the entity or individual identified below and is also referred to as "you" and "your". "Equipment" means the equipment described on each Schedule. "Collateral" has the meaning given to such term in Section 5 below.

1. COMENCEMENT OF SCHEDULE. Commencement of a Schedule (the "Commencement Date") will occur upon our funding of the Original Principal Balance of the Schedule to you or your designee; provided that we do not have to fund the Original Principal Balance of a Schedule to you or your designor unless on or before the Last Funding Date indicated on such Schodule (which is the date the credit approval for such Schedule expires): (s) we have received all required documentation (including confirmation of acceptance) in satisfactory form and substance and any required Advance Payment, (b) no material adverse change in your business, operations or financial condition occurs, and (c) no Default as described in Section 11 occurs and is then continuing. YOUR BOBLIGATIONS TO REMIT PAYMENTS TO US UNDER EACH NOTE SHALL BE COBLIGATIONS TO REMIT PAYMENTS TO US UNDER EACH NOTE SHALL BE ABSOLUTE, UNCONDITIONAL AND NONCANCELLABLE, AND SHALL BE COMPLETELY INDEPENDENT OF ANY DEFECT OR DAMAGE TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR LOSS OF POSSESSION OR USE OF THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY MAINTENANCE OR SERVICES RELATED TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR MAKE ANY PAYMENTS RELATED THERETO, AND SHALL NOT BE SUBJECT TO ANY SET-OFFS, ABATEMENTS, SUSPENSIONS, DEFERMENTS, REDUCTIONS, CLAIMS, COUNTERCLAIMS OR DEFENSE OF ANY ALTIME WHATSOEVER DEPENSES OF ANY NATURE WHATSCEVER

2. DISCLAIMER, YOU ACKNOWLEDGE AND AGREE THAT: (4) WE ARE NOT THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT (OR OF ANY OTHER COLLATERAL) OR ANY PART THEREOF OR THE REPRESENTATIVE OF EITHER THE Supplier or manafacturer; (b) you have selected the equipment and (AS APPLICABLE) ANY OTHER COLLATERAL AS SUITABLE FOX YOUR PURPOSES Based solely upon your own judgment without any assistance from US OR OUR AGENTS OR EMPLOYEES: (c) YOU EXPRESSLY DISCLAIM RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR OUR AGENTS OR EMPLOYEES; (d) THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU and that you are fully satisfied that the same is suitable and fit for ITS PURPOSES; AND (e) WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL WE BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO ANY PART of the equipment or (as applicable) any other collateral including, WITHOUT LIMITATION, THE FITNESS FOR ANY PARTICULAR PURPOSE, USE OR MERCHANTABILITY, OR ANY WARRANTY AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, COMPLIANCE WITH APPLICABLE LAW, USE OR OPERATION OR CONDITION OR CAPACITY, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP, OR AS TO SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT. ALL SUCH RISKS, AS BETWEEN YOU, AND US ARE TO BE BORNE, BY YOU. WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES relating to the use of the equipment, any other collateral, or OTHERWISE

3. NOTE PAYMENTS; ADJUSTMENTS, You agree to remit to us the Note Payments (as set form in the Schedule) and all other sums when due and payeble each Billing Period at the address we provide to you from time to time. Your Note Payment is calculated, in art, using an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of the Note as published in the Federal Reserve Statistical Release H 15 (available at http://www.federalreserve.gov/releases/h)5/update/)

corresponding Schedule or (if applicable) send you a written financing proposed/quote clating to the Equipment (the Initial Rate Date"). The interest rate and your Note Payment may be adjusted if the Swep Rate as reported 4 husiness days prior to acceptance of the Equipment is different than the Swap Rate as reported on the Initial Rate Date. We will notify you if the interest rate changes. If the invoiced amount for the Equipment relating to a Schedule is more than the Original Principal Balance shown on that Schedule due to tranges in Equipment configuration or other cost factors affecting such involced amount, and if such an increase is within the dollar limits and time limits of our credit approval, you authorize us to increase the Original Principal Balance by not more than 15% and adjust your Note Payment (using the Interest Rate then applying to the Schedule). We will outy you of any such adjustment

A OTHER CHARGES. You agree to: (a) pay all costs and exponent estendated with the mership, use, maintenance, servicing, epair or toplacement of the Equipment and (as appliesble) any other Colleteral and (b) pay all premiums and other costs of insuring the Equipment and (as applicable) any other Colleteral. In addition, you will (1) reimburse us for all costs and expenses including reasonable anomeys' fees and court costs) incurred in enforcing the Note and (2) pay all other costs and expenses for which you are obligated ander the Note, including any Document Fee specified in the Schedule (the 'Other harges"). You agree to file all required property and other are returns and pay all property and other taxes promptly, which may be assessed against the Equipment or against my of the other Colleteral. We may take on your behalf any action required under the Note, which you fail to take, and upon receipt of our invoice you will promptly pay our costs, plus ensonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check, which is returned by the beak for any reason (not to exceed the maximum amount permitted by law).

5. SECURITY INTEREST. As security for the payment of any of your obligations and hisbilities of any name whatsoever, direct or indirect, absolute or contingent, now existing or hereafter contracted or acquired, to us pursuant to this Master Agreement and any extensions and modifications hereof (any and all of which are sometimes referred to hereafter is the "Indebtedness"), you hereby give, grant and assign to its, our successors and assigns, a continuing first perfected accurity interest in the Equipment, all repairs, ecessories, additions, perts, supplies, attachments, devices, replacements and aubstitutions or or accessions to such property, all software used in connection with such property, all insurance or other proceeds of such property, all accounts, contract rights, indocuments, astruments, accounts receivable, general intengibles, chattel paper and books and records directly or indirectly related to the foregoing and all your security deposits revenues or ither funds or property in possession of or in transit to us (all herein referred is collectively the "Collateral"). You hereby authorize us to prepare and file, electionically or therwise, a financing statement and any amendment thereto or continuation of assignment thereof relating to our interest in the Colleteral, and containing any other information required by the applicable Uniform Commercial Code. A photostatic copy or other expoduction of this Master Agreement or of a financing statement shall be sufficient as a inancia<u>e</u> statement

6. LATE CHARGES. For any payment, which is not received by its due daily, you agree to pay a law charge equal so the higher of 10% of the amount due or \$22.00 (fips to exceed the maximum amount permitted by law) as reasonable collection costs,

both parties agree to waive all rights to a jury trial, this master agreement and each schedule will be governed by the laws of towa. By SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES! AND 2. ORAL AGREEMENTS OF COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US From Misunderstanding or disappointment, any agreements you and we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between you and us except as you and we may later agree in writing to modify it.

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Title: Title: Inc.	LAC 1/2 2/0/2
Date:	ate of Signature

7. MAINTENANCE AND REPAIR You must keep the Equipment and any other Colleged free of liens (other than our lien). You may not remove the Equipment applicable) any other Collaberal from the address indicated on the front of a Schedule victions first obtaining our approval. You agree to: (a) keep the Equipment and any other Collateral in your exclusive control and possession; (b) USE THE EQUIPMENT AND any other collateral only in the lawful conduct of your Business, and not for personal, household or family purposes. (c) use the Equipment and any other Collected in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment and (as applicable) any other Collateral repaired and maintained in good working order and as equired by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and (as applicable) any other Colleteral and the related maintenance and other records.

INDEMNITY. YOU ARE RESPONSIBLE FOR ALL LOSSES, DAMAGES, CLAIMS, INFRINGEMENT CLAIMS, INJURIES AND ATTORNEYS' FEES AND COSTS (collectively "CLAIMS"), INCURRED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE EQUIPMENT OR ANY OTHER COLLATERAL, INCLUDING THE USE, CONDITION OR POSSESSION OF SUCH EQUIPMENT OR SUCH OTHER COLLATERAL. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL CLAIMS, ALTHOUGH WE RESERVE THE RIGHT TO CONTROL THE DEFENSE AND TO SELECT OR APPROVE DEPENSE COUNSEL. THIS INDEMNITY CONTINUES BEYOND THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION OF ANY ISCHEDULE.

9. LOSS OR DAMAGE, If any item of Equipment is lost, stolen or damaged you will. at your option and cost, either: (a) promptly repair the item or replace the item with a comparable tiera reasonably asceptable to us (along with repairing or replacing any other Collaboral loss, stolen or damaged); or (b) pay us the sum of: (i) all past due and current Note Payments, (ii) the then remaining principal balance of the applicable Note (after application of item (b)(l)), and (iii) all Other Charges. In the event you exercise option (a) have and replace the Equipment, you will (A) notify us of such replacement within 36 days of the date the Equipment is lost, stolen or damaged and (B) replace the Equipment with an item of like or better kind of equipment by the same manufacturer. In the event you exercise option (b) above, we will then release our security interest in the Collateral. Insurance proceeds will be applied toward repair, replacement or paymont hereunder, as lapplicable.

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10. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, marning you and us as loss provers as our interests may appear; and (b) maintain public limbility insurance, covering personal injury and property demage in such amount as we may require, naming us as additional insured. The policy must be Issued by an insurance carrier acceptable to us, must provide as with not less than 15 days' prior written notice of cancellation, nonenewal or amendment, and must provide deductible amounts acceptable to us. Upon our request, prior to the Commencement Deac of a Schedule and at any time thereafter, you must provide us with evidence of such insurance coverages.

It. DEFAULT. You will be in default ("Default") under the Note if. (a) you fail to remit to us any payment within 10 days of the due date or breach any other obligation under the Note; (b) a petition is filed by or against you under any bankruptcy or insolvency law, or (c) you default under any other agreement with us or any of our

 REMEDIES. Upon the occurrence of a Default, we, at our option, may declare all of the obligations and liabilities secured by this Master Agreement and all Notes to be mmediately due and payable, without demand or notice to you. The obligations and liabilities accelerated thereby shall bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Upon the nontrence of a Default, we may, in our sole discretion, elect to foreclose or realize upon the Collaboral. Should we elect to foreclose or realize upon the Colliseral, you expressly agree that your rights under and interests in the Collateral shall be (to the maximum extent permitted under applicable law) automatically, and without any further action required of any party, assigned and conveyed to us, but that we shall have no obligations or liabilities related to the Collateral, all of which shall remain with you. You agree to execute and deliver to us (or our des(gnee) such agreements, documents and increments as may be necessary, is our pole discretion, to effect such assignment and conveyance. Upon such assignment and conveyance, you expressly acknowledge that we may exercise any of the rights related to the Collectual to the exclusion of you. In addition, we may exercise all rights and emedies available to us under the law and Uniform Commercial Godo as now

ensoted or as may be from time to time amended and, in conjunction with addition to or obstitution for those rights and comedies, at our discretion, we may, in conformity with applicable law (i) omer upon your premises and take possession of, assemble and collect the Collateral or to render it unusable, (ii) require you to assemble the Collateral and make a svailable at a place we designate which is mutually convenient, to allow us to take ossession or dispose of the Collateral, (III) sell the Collateral at public or private sate, whether or not the Collaieral is in our constructive possession, in one or more sales, as an entirety or in parcels, and be, at our election, the purchases at any such sale: and/or (iv) lease or otherwise dispose of all or part of the Collsteral applying the resulting proceeds to all expenses in connection with the taking and sole or lesse of Collateral, and any belance of such proceeds toward the payment of your obligations in such order of application as we may from time to time elect, provided that any proceeds we receive in excess of your obligations will be remitted to you or (as the case may be) the party otherwise lawfully entitled thereto.

Without limitation to the foregoing, it is agreed that upon 5 days notice to you and within 6 months of repossession (i) any private sale of the Collectual in "as is" condition k wholesale including, without limitation, sales based on bids received from dealers. manufacturers or otherwise, or (ii) any lease of the Collateral, in both events without the need for advertising, shall be a commercially reasonable disposition of the Collaieral. In no event will blue book, black book. NADA or other published price lists be determinative of the commercial reasonableness of any disposition of the Collaboral. Notwithstanding any repossession or any other action which we may take with respect to the Collateral, you shall be and remain liable for any deficiency and for the full performance of all obligations on your part to be performed. All such remedies are cumulative and, to

the examt permitted by law, may be exercised concurrently or expansionly.

13. ASSIGNMENT. YOU MAY NOT ASSIGN OR DISPOSE OF ANY RIGHTS OR OBLIGATIONS UNDER THE NOTE OR WITH RESPECT TO THE EQUIPMENT OR WITH RESPECT TO ANY OTHER COLLATERAL OR LEASE THE EQUIPMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. We may, without notifying you, (a) assign all or any portion of our interest in the Note or all or any portion of our interest in the Equipment or any other Colleteral; and (b) release information we have about you and the Note to the manufacturer, supplier or any prospective investor. participant or purchaser of die Note. If we du make an assignment under subsection 13(a) above, our assignce will have all of our rights under the Note (to the extent of such usignment), but none of our obligations (unless we and such assigned agree otherwise in wilding). You agree not to assert against our assignee claims, officets or defendes you may bave against us.

14. MISCELLANEOUS, Notices must be in writing and will be deemed given 5 days latter mailing to your or (as the case may be) our business address. You represent that: (a) you have authority to enter into the Note and by so doing you will not violate any law or agreement, and (b) the Note is signed by your authorized officer, representative or agent The Note is the entire agreement between you and us, and cannot be modified except by another document signed by you and us. The Note is birding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our representatives to: (a) obtain erodic reports and make credit inquiries; and (b) furnish your payment history to cted's reporting agencies. Any claim you have against us must be made within 2 years after the event, which caused it. If a court finds any provision of the Nime to be menforceable, all other terms will remain in effect and enforceable. You authorize us to insert of correct missing information on the Note, including the Commencement Date, row proper legal name, serial numbers and any other information describing the Equipment If you so request, and we permit the early termination of a Schedule, you igner to pay a fee for such privilege.

15. LIMITATIONS ON CHARGES. This Section controls over every other part of this Master Agreement and over all other documents now or last pertaining to the Note. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Master Agreement that could, but for this Section, be read under any circumstances to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Note to the maximum amount illowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed liftited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Note, of refunded

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Please remember to reference Account Schedule #(s) pertaining to your request(s).

Phone: 800-327-9701

Phone: 800-32/-9701 Fax: 319-841-6324

Correspondence Only: PO BOX 3083 CEDARRAPIDS IA 52406-3083

Billing ID Number	90133740113
Invoice Number	65901415
Invoice Date	08/08/2007
Due Date:	09/01/2007
Current Items Due:	679.77
Total Amount Due:	2,621.97

CERN

GE CAPITAL P. O. BOX 642555 PITTSBURGH PA 15264-2555

GE Capital

Our Federal Tax ID # 131500700

98518 08421/06 10:00 08/10/07 AL 0001088 GEVIASOI 001 002 1-DUNC

KGM CIRCUIT SOLUTIONS LLC C/O WESTCOM ATTN: ACCOUNTS PAYABLE 162 5TH AVE NEW YORK NY 10010

count Schedule Number	Due Date	Purchase Order Number Equipment Description	Line Item Amount	Acct/Scheo Total
1416161-002*		REFERENCE NUMBER 4416161006  MODERN CABLS - LOCATION: 111 8TB AVE	·	
1		NEW YORK NY 10015		
	09/01/2007	PAYMENT/INSTALLMENT DUE	647.40	
	07/01/2007	LATE CHARGES DUE	32.37	
		SERVICE LEASINGSOURCE COM		

To ensure proper credit, detach and return this portion with your payment. Please include your billing ID Number on your check.

KGM CIRCUIT SOLUTIONS LLC C/O WESTCOM ATTN: ACCOUNTS PAYABLE 1625TH AVE NEW YORK NY 10010

Please check here if your address or equipment location has changed and complete reverse side.

Billing ID Number	90133740113
Invoice Number	65901415
Due Date:	09/01/2007
Current Items Due:	679.77
Total Amount Due:	2,621.97
allocathdalldaddallaath	GENE



Master Note and Security Number: 4416161 Schedule Number:002

#### DELIVERY AND ACCEPTANCE NOTICE

	M CIRCUIT SOLUTIONS LLC	Lebder Name: GENERAL ELE CORPORATION	CINC CAINAL
Cuantity	Equipment Model and E DATA/VOICE HARDWARE - See attached confirment and software, attached here	d Exhibit A for full schedule of	Serial Number
	80 WALL STREET, NEW YORK, INV 10805 //	11 8th auc 1.4.1.4.	<b>D</b> ^ .
ACCEPTANCE NOTI	CE As evidenced by this Delivery and Accepta to include any software being financed in contac		
(b) Borrower has irrevo- (c) No event which won and all of the representations	iow (the "Acceptance Data"); cably accepted the Equipment as of the Accepta ld allow the Lender to declare a Defruit (as deli- entations and warranties made in the Master No pressly authorizes Lender to insert the Accepta	ned in Section 11 of the Master Note and te and Security Agreement by the Rorrov	er are true at of the Acceptance
Berrower: KGM CIRC	un solutions LLC		:
00.4	igie Foley		
Name: $\frac{x}{x}$ $\frac{y_1y_2}{CAC}$	<u> </u>		

PAGE.08

Anyhony LAMCH OWSDI-1140



#### Exhibit A to Schedule and Certificate of Acceptance

KGM CIRCUIT SOLUTIONS LLC

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gps-(000 Chaush (00)	
SPS-1000 (Perside (AC)	3
\$P\$-1000 Poley Supply (DS)	
GPG-1000 Power Supply (ACI)	
SPS-1000 Pan Tray (Frank)	1
SPS Cole T1/E1-DEP41 Models (Prort)	1
SPS Cold TVE: Models Great	1
SAS Confinenting Show (1 copy per Module Cot)	<u> </u>
Cables & Accessories	_
68-Pin TELCO to 8 indicition RJASC (grossover)	1
CPS-1000 Ellert Person Burgay Bessi	I
SPS FROM Secol (1-81/1)	-
GPG-5000 100Mil Mail Maxing Cable	1
SPE Ookel TUE1 Dybug Pert Cabia	1.5

Lessee Initials: X Dens: 10/2606

**EXHIBIT I** 



## **Equipment Finance Services**

10 Riverview Drive Danbury, CT 06810

T (203) 749-6000

October 20, 2007

Customer KGM Circuit Solutions LLC 30 Wall Street New York, NY 10005

Re:

Notice of Assignment - Equipment Schedule No. 4416161-002 (the "Designated Schedule") incorporating by reference the terms and conditions of that certain Master Note and Security Agreement dated as of October 30, 2006, both between General Electric Capital Corporation ("GE") and KGM Circuit Solutions LLC ("Customer").

#### Ladies and Gentlemen:

GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

GENERAL ELECTRIC CAPITAL CORPORATION

Name: <u>JoEllen Bentson</u>

Title: Capital Markets Operations - Syndications

NATIONAL CITY COMMERCIAL CAPITAL COMPANY, LLC

Purchaser

By: There I

Name: Title: U(C/E)

**EXHIBIT A** 

# Master Note and Security Agreement

agreement # 441/1/61

"Master Agreement" means this Master Note and Security Agreement. "Schedule" means any Payment Schedule signed by you and us that incorporates the terms of this Master Agreement. "Note" means this Master Agreement and any Schedule. "Lender" means General Electric Capital Corporation and is also referred to as "we", "se" and "nor", " Exprover" means the entity or individual identified below and is also referred to as "yea" and "year" and "year", "Equipment means the equipment described on each Schedule, "Collateral" has the meaning given to such term to Section 3 below. Particular to the second of 
1. COMENCEMENT OF SCHEDULE. Commencement of a Schedule (the "Commencement Date") will occur upon our funding of the Original Principal Balance of the Schedule to you or your designee; provided that we do not have to fund the Original Principal Balance of a Schedule to you or your designee unless on or before the Lext Funding Date indicated on such Schedule (which is the date the credit approval for such Schedule expires): (a) we have received all required documentation (including confirmation of acceptance) in satisfactory form and substance and any required Advance Payment, (b) no material adverse change in your business, operations or financial condition occurs, and (c) no Default as described in Section 11 occurs and is then continuing. YOUR OBLIGATIONS TO REMIT PAYMENTS TO US UNDER EACH NOTE SHALL BE ABSOLUTE. UNCONDITIONAL AND NONCANCELLABLE, AND SHALL BE COMPLETELY INDEPENDENT OF ANY DEFECT OR DAMAGE TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR LOSS OF POSSESSION OR USE OF THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR ANY FAILURE ON THE PART OF ANY PARTY TO PERFORM ANY MAINTENANCE OR SERVICES RELATED TO THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR MAKE ANY PAYMENTS RELATED THERETO, AND SHALL NOT BE SUBJECT TO ANY SET-OPPS, ABATEMENTS, SUSPENSIONS, DEFERMENTS, REDUCTIONS, CLAIMS, COUNTERCLAIMS OR DEPENSES OF ANY NATURE WHATSOEVER

2 DISCLAIMER YOU ACKNOWLEDGE AND AGREE THAT: (a) WE ARE NOT THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT (OR OF ANY OTHER COLLATERAL) OR ANY PART THEREOF OR THE REFRESENTATIVE OF EITHER THE Supplier or manafacturer: (b) you have selected the equipment and (AS APPLICABLE) ANY OTHER COLLATERAL AS SUITABLE FOR YOUR PURPOSES
BASED SOLELY UPON YOUR OWN JUDGMENT WITHOUT ANY ASSISTANCE PROM
US OR OUR AGENTS OR EMPLOYEES; (e) YOU EXPRESSLY DISCLAIM RELIANCE
UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR OUR AGENTS OR
UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR OUR AGENTS OF EMPLOYEES: (d) THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU AND THAT YOU ARE FULLY SATISFIED THAT THE SAME IS SUITABLE AND FIT FOR ITS PURPOSES; AND (e) WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL WE BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO ANY PART OF THE EQUIPMENT OR (AS APPLICABLE) ANY OTHER COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE FITNESS FOR ANY PARTICULAR PURPOSE, USE OR MERCHANTABILITY, OR ANY WARRANTY AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, COMPLIANCE WITH APPLICABLE LAW, USE OR OPERATION OR CONDITION OR CAPACITY, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP. OR AS TO SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, ALL SUCH RISKS, AS BETWEEN YOU, AND US ARE TO BE BORNE. BY YOU, WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RELATING TO THE USE OF THE EQUIPMENT, ANY OTHER COLLATERAL, OR OTHERWISE.

3. NOTE PAYMENTS; ADJUSTMENTS. You agree to remit to us the Note Payme (so set forth in the Schodule) and all other sums when due and psyable each Billing Period at the address we provide to you from time to time. Your Note Payment is calculated, in art, using an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of the Note as published in the Federal Reserve Statistical Release H.15 (available at http://www.fedoralreserve.gov/reicases/h15/update/) on the date we either present the

corresponding Schedule or (if applicable) send you a written financing proposal/quote relating to the Equipment (the 'Initial Rate Date'). The interest rate and your Note Payment may be adjusted if the Swap Rate as reported 4 business days prior to acceptance of the Equipment is different than the Swap Rate as reported on the Initial Rate Date. We will notify you if the interest rate changes. If the involced amount for the Equipment relating to a Schodule is more than the Original Principal Balance shown on that Schedule due to hanges in Equipment configuration or other cost factors affecting such invoiced emount, and I such an increase is within the dollar limits and time limits of our credit approval, you authorize us to incresse the Original Principal Balance by not more than 15% and adjust your Note Payment (using the Interest Rate then applying to the Schedule). We will totify you of any such adjustment.

4. OTHER CHARGES. You agree to: (a) pay all costs and expenses associated with the waership, use, maintenance, servicing, repair or replacement of the Equipment and (as applicable) any other Collateral and (b) pay all premiums and other costs of insuring the Equipment and (as applicable) any other Colleters). In addition, you will (1) reimburse us for all costs and expenses (including reasonable attornoys' fees and court costs) incurred in enforcing the Note and (2) pay all other costs and expenses for which you are obligated under the Note, including any Document For specified in the Schedule (the 'Other Charges'). You agree to file all required property and other tex neturns and pay all property and other texes promptly, which may be essessed against the Equipment or against any of the other Collateral. We may take on your behalf any action required under the Note, which you fail to take, and upon receipt of our invoice you will promptly pay our costs, plus easonable processing fees. Restrictive endorsements on checks you send to us will not reduce your abligations to us. We may charge you a rounn check or non-sufficient funds charge of \$25.00 for any check, which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

5. SECURITY INTEREST. As security for the payment of any of your obligations and liabilities of any nature whatsoover, direct or indirect, absolute or contingent, now existing or hereafter contracted or acquired, to us pursuant to this Master Agreement and any extensions and modifications hereof (any and all of which are sometimes referred to hereafter s the "Indobtedness"), you horeby give, grant and assign to us, our miccessors and subigns, a continuing first perfected security interest in the Equipment, all repairs, accessories, additions, parts, supplies, attachments, devices, replacements and substitutions for or soccasions to such property, all software used in connection with such property, all naurance or other proceeds of such property, all accounts, contract rights, documents, instruments, accounts receivable, general intangibles, chattel paper and books and records directly or indirectly related to the foregoing and all your security deposits, revenues or other funds or property in possession of or in transit to us (all herein referred to collectively as the 'Colleteral'). You hereby authorize us to prepare and file, electronically or otherwise, a financing statement and any amendment thereto or continuation or assignment thereof relating to our interest in the Collateral, and containing any other information required by the applicable Uniform Commercial Code. A photostatic copy or other reproduction of this Master Agreement or of a financing statement shall be sufficient as a Imensing statemen

6. LATE CHARGES, For any payment, which is not received by its duc date, you agree to pay a late charge equal to the higher of 19% of the amount due or \$22.00 (not to exceed he meximum amount permitted by law) as reasonable collection costs.

(Continued on next page)

both parties agree to waive all rights to a fury trial. This master agreement and each schedule will be governed by the laws of Iowa. By SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES I AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEST INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEST ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS YOU AND WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE

COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU.	ND	US. EXCEPT AS YOU AND WE MAY LATER AGREE IN WRITING TO MODIFY IT.
GENERAL ELECTRIC CAPITAL CORPORATION 1010 Thomas Edison Biyu, Cedae Rapids, LA 52404		KGM CIRCUIT SOLUTIONS, LLC Pull Logal Name CIRCUIT SOLUTIONS BREA
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7. MAINTENANCE AND REPAIR. You must keep the Equipment and any other Collateral free of liens (other than our lien). You may not remove the Equipment or (as applicable) any other Collateral from the address indicated on the front of a Schedule without first obtaining our approval. You agree to: (a) keep the Equipment and any other Collateral in your exclusive control and procession; (b) USE THE EQUIPMENT AND ANY OTHER COLLATERAL ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS. AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES; (c) use the Equipment and any other Collateral in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment and (as applicable) any other Collateral repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (c) give us reasonable access to inspect the Equipment and (as applicable) any other Collateral and the related maintenance and other records.

5. INDEMNITY. YOU ARE RESPONSIBLE FOR ALL LOSSES. DAMAGES, CLAIMS, INFRINGEMENT CLAIMS, INJURIES AND ATTORNEYS' FEES AND COSTS (collectively "CLAIMS"), INCURRED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THIS EQUIPMENT OR ANY OTHER COLLATERAL, INCLUDING THE USE, CONDITION OR POSSESSION OF SUCH EQUIPMENT OR SUCH OTHER COLLATERAL, YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL CLAIMS, ALTHOUGH WE RESERVE THE RIGHT TO CONTROL THE DEFENSE AND TO SELECT OR APPROVEDEFENSE COUNSEL. THIS INDEMNITY CONTINUES BEYOND THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION OF ANY SCHEDULE.

P. LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) premptly repair the item or replace the item with a comparable item reasonably ecceptable to us (along with repairing or replacing any other Collateral lost, stolen or damaged); or (b) psy us the sum of (i) all past due and current Note Payments, (ii) the then remaining principal balance of the applicable Note (after application of item (b)(i)), and (iii) all Other Charges. In the event you exercise option (a) above and replace the Equipment, you will (A) notify us of such replacement within 30 days of the date the Equipment is lost, stolen or damaged and (B) replace the Equipment with an item of like or better kind of equipment by the same manufacture. In the event you exercise option (b) above, we will then release our security interest in the Collateral, insurance proceeds will be applied toward repair, replacement or payment hereunder, as applicable.

10. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming you and us as loss payees as our interests may appear; and (b) maintain public liability insurance, covering personal injury and property damage in such amount as we may require, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. Upon our request, prior to the Commencement Date of a Schedule and at any time thereafter, you must provide us with evidence of such insurance coverages.

II. DEFAULT. You will be in default ("Default") under the Note if (a) you fall to remit to us any payment within 10 days of the due date or breech any other obligation under the Note; (b) a petition is filed by or against you under any bankruptcy or insolvency law; or (c) you default under any other agreement with us or any of our affiliates.

12. REMEDIES. Upon the excurrence of a Default, we, at our option, may declare all of the obligations and liabilities secured by this Master Agreement and all Notes to be mmediately due and payable, without demand or notice to you. The obligations and liabilities accelerated thereby shall bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Upon the necurrence of a Default, we may, in our sole discretion, elect to forcelose or realize upon the Colleteral. Should we elect to foreclose or realize upon the Callateral, you expressly agree that your rights under and interests in the Colleteral shall be (to the maximum extent permitted under applicable low) automatically, and without any further action required of any party, assigned and conveyed to us, but that we shall have no obligations or liabilities related to the Colleterni, all of which shall remain with you. You ogree to execute and deliver to us (or our designee) such agreements, documents and instruments as may be necessary, in our sole discretion, to effect such assignment and conveyance. Upon such assignment and onveyance, you expressly acknowledge that we may exercise any of the rights related to the Collateral to the exclusion of you. In addition, we may exercise all rights and remedies available to us under the law and Uniform Commercial Code as now

enacted or as may be from the to time amended and, in conjunction with, addition to or substitution for these rights and remedies, at our discretion, we may, in conformity with applicable law (I) enter upon your premises and take possession of, assemble and collect the Collateral or to render it unusable, (II) coquirs you to assemble the Collateral and make it available at a place we designate which is mutually convenient, to allow us to take cossession or dispose of the Collateral, (III) sell the Collateral at public or private sale, whether or not the Collateral is in our constructive passession, in one or more sales, as an entirety or in parcels, and be, at our election, the purchaser at any such sale; and/or (iv) lease or otherwise dispose of all or part of the Collateral applying the resulting proceeds to all expenses in connection with the taking and sale or lease of Collateral, and any balance of such proceeds toward the payment of your obligations in such order of application as we may from time to time elect, provided that any proceeds we receive in excess of your obligations will be remitted to you or (as the case may be) the party otherwise lawfully entitled thereto.

Without limitation to the foregoing, it is agreed that upon 5 days' notice to you and within 6 months of repossession (i) any private sale of the Collateral in "as is" condition at wholesale including, without limitation, sales based on hids received from dealers, manufacturers or otherwise, or (ii) any lease of the Collateral, in both events without the need for advertising, shall be a commercially reasonable disposition of the Collected. In the event will blue book, black book, NADA or other published price lists be determinative of the commercial reasonableness of any disposition of the Collateral, Notwithstanding any repossession or any other action which we may take with respect to the Collateral, you shall be and remain liable for any deficiency and for the full performance of all obligations on your part to be performed. All such remedies are cumulative and, to the extent cormitted by law, may be exempted concurrently or sengrately.

the extent permitted by law, may be exercised concurrently or separately.

13. ASSIGNMENT. YOU MAY NOT ASSIGN OR DISPOSE OF ANY RIGHTS OR OBLIGATIONS UNDER THE NOTE OR WITH RESPECT TO THE EQUIPMENT OR WITH RESPECT TO ANY OTHER COLLATERAL OR LEASE THE EQUIPMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. We may, without notifying you, (a) assign all or any portion of our interest in the Note or all or any portion of our interest in the Equipment or any other Collateral; and (b) release information we have about you and the Note to the manufacturer, supplier or any prespective investor, participant or purchaser of the Note. If we do make an assignment under subsection 13(a) above, our assignment), but none of our obligations (unless we and such assignee agree otherwise in writing). You agree not to assert against our assignee claims, officts or defenses you may have against us.

14. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing to your or (as the case may be) our business address. You represent that: (a) you have authority to enter into the Note and by so doing you will not violate any law or greement; and (b) the Note is signed by your authorized officer, representative or agent The Note is the entire agreement between you and us, and cannot be modified except by another document signed by you and us. The Note is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our representatives to: (a) obtain credit reports and make credit inquiries; and (b) furnish your payment history to tredit reporting agencies. Any claim you have against us must be made within 2 years after the event, which caused it. If a ourt first, any provision of the Note to be unenforceable, all other terms will remain in offect and enforceable. You authorize us to asert or correct missing information on the Note, including the Commencement Date, your proper legal name, serial numbers and any other information describing the Equipment, If you so request, and we permit the early termination of a Schedule, you righter to pay a fee for such privilege.

15. LIMITATIONS ON CHARGES. This Section controls over every other part of

its Limitations on Charges. This section control over every other part of this Master Agreement and over all other documents now or later pertaining in the Note. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Master Agreement that could, but for this Section, be read under any circumstances to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Note to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Note, or refunded to you.

Romanie's

Total Amount Due

Fax:

Correspondence Only: PO BOX 3083 CEDAR RAPIDS IA 52406-3083



# **GE Capital**

GE CAPITAL P. O. BOX 642555 PITTSBURGH PA 15264-2555

Our Federal Tax ID # 131500700

10/02/07 AI 0000001 GEVIASO1 DOI DO2 1-018/05

99014B 12/07/00\_12:00

KGM CIRCUIT SOLUTIONS LLC C/O WESTCOM ATTN: ACCOUNTS PAYABLE 162 5TH AVE NEW YORK NY 10010

Billing ID Number	90133740842
Invoice Number	66089380
Invoice Date	09/09/2007
Due Date	: 10/01/2007
Current Items Due	: 1,308.14

CEFNE

3,862.13

Account	Schedule
Nur	nber

# INVOICE FOR CURRENT ITEMS DUE

Due Date

Purchase Order Number Equipment Description

Line Item Amount

Acct/Sched Total

4416161-005\*

REFERENCE NUMBER

4416161008

SYSTEM SOFTWARE-CURRENT GA

- LOCATION:

30 WALL ST

NEW YORK NY 10003

10/01/2007

PAYMENT/INSTALLMENT DUE

1,245.85

08/01/2007

LATE CHARGES DUE

62.29

SERVICE.LEASINGSOURCE.COM PAY BILLS ONLINE.

To ensure proper credit, detach and return this portion with your payment. Please include your billing ID Number on your check.

KGM CIRCUIT SOLUTIONS LLC C/O WESTCOM ATTN: ACCOUNTS PAYABLE **162 5TH AVE NEW YORK NY 10010** 

> Please check here if your address or equipment location has changed and complete reverse side.

Billing ID Number	90133740842
Invoice Number	66089380
Due Date:	10/01/2007
Current Items Due	1,308.14
Total Amount Due	3,862.13

Idallamillalladdaddaddhalaladadd

CEFNE

Make Checks Payable and Remit to:

ladiddochlalladalaldddalalalddddddd GE CAPITAL P. O. BOX 642555 PITTSBURGH PA 15264-2555

**EXHIBIT B** 



Master Note and Security Number: 4416161 Behedula Number: 805

## DELIVERY AND ACCEPTANCE NOTICE

Berrower Name: K	GM CIRCUIT SOLUTIONS, LLC	Londer Name: GENERAL E CORPORATION	LECTRIC CAPITAL
Quantity	Equipment Model and	Description	Serial Number
	SYSTEM SOFTWARE - CURR	ENT CLA REL FASE	
	See attached Exhibit A for full schedule of betato and made pa	equipment and software, strached in house!	
Equipment Location	ON 30 WALL STREET, NEW YORK, NY 10003		
Equipment Supplie	r. EASTERN RESEARCH, INC.		
the date set forth b) Borrower has irre c) No event which w and all of the repr Date;	t (to include any software being financed in combelow (the "Acceptance Date");  volume (the "Acceptance Date");  volume in the Acceptance of the Acceptance of the Acceptance of the Lender to declare a Default (as desentations and warranties made in the Marter has presented and the Marter of the Acceptance of the Acce	stance Data; effined in Scotion 11 of the Master Note Note and Security Agrooment by the Bo	and Security Agreement) has occurred, incover are true as of the Acceptance
y: x	ACUIT SOLUTIONS, LLC		
ione: x Ke	ember		
ttle: X M	ember		•



# Exhibit A to Schedule and Certificate of Acceptance

KCM-CIRCUIT SOLUTIONS, LLC

DESCRIPTION	017
System Software, Current GA Release	1
DNX 4 Slot Foultment Next • 24VDC	
DNX 4 Slot Equipment Nest - AC	
DNX 4 Slot Equipment Nest - 48 V DC	
DNX 11 Slot Emulzment Nest	
DC Power Supply / for 11 slot next)	
AC Power Supply (for 11 slot nest)	
SMC II w/Stratum 3 clk	
Expansion Noda Manager (XNM)	
SMC IIA or XNM rear module	
Expansion Node Cross Connect App. (XCC)	
Expansion Node Cross Connect I/E (XCC)	
Expansion Link Controller Module (XI C)	
Single STS-1 Application Module	
Single STS-1 Interface Modula	
World DS-3 Application Module	
lybrid DS-3 Interface Modula	4
Octal T1/E1 Application Module	
Ordal T1/E1 with APS Application Module	
Octal T1/E1 Interface Module	
Octal HSD Application Module	
Octal HSQ Interface Module	
Qued OCUDP Application Modula	
Qued OCUDP Interface Modula	<u> </u>
Routed's Application Module	
Routev/B Interface Module	
Octal Valce Application Module	
Intel 4 Wire E & M Interface Module	
otal 2 Wire EXO/DET Interface Medula	
ctsl 2 Wire FXS Interface Module	
TM1 Application Module	
TM1X (X-Link) Application Modula	
IC3 Application Module	
XC3X (X-Link) Application Module	
TM1/DC3 Inter, reoge Interface Module	
STM1/OC3 Long range Interface Module	
ctal DS0-DP Application Module	
ctal DSO-DP Interface Modula	
3 Application Module	······································
3 Interface Modula  NX Family Product Decumentation CD-BOM  1	

Lesece Initials: X

Date: Daylog

N+1 Switch	
N +1 Protection Switch (for DNX.11 only)	
N+ 1Switch Controller Card	
N +1 Switch DC Power Supply	
N+1 Narrowhand Primary Card	
N +1 Nerrowband Redundant Card	
N +1 Broadband-E Primary Card	
N +1 Broadband-E Redundant Card	
SUBTOTAL - N+1 Switch Products	
Cables & Accessories	
N +1 Switch Blank Bezela	
Rionk hazel for front system manager stots	
Blank bezel for front apolication slots	
Riank bazal for rear interface sints	
Blank hezel for nower supply slots - DNX-11	
VAC to VDC Power Converter (1.5A)	
to describe the latter to the second	

Blank bazal for rear interface slots	
Blank bezel for power supply sints DNX-11	
VAC to VDC Power Converter (1.5A)	
DSX Patch Panel 48 port	
50 pin to 50 pin telep cable	
50 pin telep to have wire cable	
Harmonics Adepter 50 pin E to 8 RJ 48C	
Broadband M/M Coaxiel Cable	
Expansion cable - XCC to XLC (101)	
Expansion cable - XCC to XLC (20)	
DNX-11 Flush 23* Rack Mount Adapter Kit	
DNX-11 Center 23* Reck Mount Adgoter Kit	
PSX Flush 23° Rack Mount Adopter Kit	
PSX Center 23" Rack Mount Adapter Kit	

System Software - Current GA Release	
ONX 11 Slot Environment Next	
DC Power Supply ( for 11 slot nest)	
AC Power Supply (for 11 slot nest)	
SMC II w/Stretum 3 cfk	
Expension Node Manager (XNM)	
SMC II or XNM rear module	
SMC IIA or XNMa rear module	
Expansion Node Cross Connect Apg (XCC)	
Expension Node Cross Connect I/E (XCC)	
Expansion Link Controller Module (XI C)	
Single STS-1 Application Module	
Single STS-1 Interfere Module	
tybrid DS-3 Apolication Module	
fyhrid DS-3 Interface Module	
Octal T1/E1 Application Module	
Octal T1/E1 with APS Application Module	n
Octal T1/E1 Interface Module	
Octal HSD Application Module	
Octat HSD Interface Module	
Quad OCUDP Application Module	
Quad OCUDP Interface Module	

Lesseo Initials: N Date: 10 Ste VQ

# GE Commercial Finance Vendor Financial Services

Single Router Application Modula	
Single Router Interface Module	
Router/R Application Module	
Router/B Interface Module	
Octal Voice Application Module	
Octal & Wire E.R.M Interface Module	
Ootal 2 Wire FXO/DPT Interface Module.	
Octal 2 With FXS Interface Module	
STM1 Application Module	
OC3 Application Module	
OC3/STM1 Optical Nest (X-link) Software	
STM1/OC3 Inter, range Interface Module	
STM1/OC3 Long range Interface Module	
Octat DS0-DP Application Module	
Ortel DS0-DP Interface Module	
E3 Application Module	
E3 Interface Module	

DAX Family Product Documentation CD-ROM	
N+1 Switch	QTY
N +1 Protection Switch (for DNX 11 only)	1
N+ 1Switch Controller Card	1
N +1 Switch DC Power Supply	
N+1 Narrowband Primery Card	
N +1 Narrowband Redundant Card	
N +1 Broadband-E Primary Card	
N +1 Broadband-E Redundant Card	11
Cables & Accessories	
N +1 Switch Blank Bazela	7
Blank bezel for front system manager slots	
Blank bezal for front application slots	5
Bienk bezal for rear interface slots	7
Blank bezel for power supply sints - DNX-11	
DSX Patch Panel 48 port	
50 pin to 50 pin telco cable - 15Ft	
50 pin talco to bare wire cable - 15Ft	
Harmonica Adapter 50 pln F to 8 R.I-48C	
Broadband M/M Coexial Cablers - 15Ft	
Expansion cable - XCC to XLC (101)	
Expansion cable - XCC to XLC (201)	
DNX-11 Flush 23" Reck Mount Adepter Kit	
DNX-11 Center 23" Rack Mount Adapter Kit	
PSX Flush 23" Reck Mount Adenter Kit	
PSX Center 23" Rack Mount Adapter Kit	

Lease Initials: N Date: 10 Ho

**EXHIBIT C** 



## **Equipment Finance Services**

10 Riverview Drive Danbury, CT 06810

T (203) 749-6000

October 20, 2007

Customer KGM Circuit Solutions LLC 30 Wall Street New York, NY 10005

Re:

Notice of Assignment - Equipment Schedule No. 4416161-005 (the "Designated Schedule") incorporating by reference the terms and conditions of that certain Master Note and Security Agreement dated as of October 31, 2006, both between General Electric Capital Corporation ("GE") and KGM Circuit Solutions LLC ("Customer").

#### Ladies and Gentlemen:

GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

GENERAL ELECTRIC CAPITAL CORPORATION

Name: JoEllen Bentson

Title: Capital Markets Operations - Syndications

NATIONAL CITY COMMERCIAL CAPITAL COMPANY, LLC

Purchaser

Name: THOMAS C. OTTO

Title: UCCE MARSIONENT

**EXHIBIT D** 



### Lease Agreement Lease Number 4416161003

LESSEE NAME:	KGM CIRCUIT	SOLUTIONS, LLC

TRADE/DRA NAME: CIRCUIT SOLUTIONS
ADDRESS: 30 WALL STREET

CTTY. STATE, ZIP: NEW YORK, NY 10005

CONTACT: GARY PRESTIPINO PH: (212) 791-3809

SUPPLIER NAME: EASTERN RESEARCH, INC.

ADDRESS: 225 EXECUTIVE DRIVE CITY, STATE, ZIP: MCORESTOWN, NJ 08057

CONTACT: PH: (800) 337-4374

EQUIPMENT	ADDRESS
-----------	---------

ADDRESS: 30 WALL STREET, NEW YORK, NY 10005

#### SCHEDULE OF EQUIPMENT

Qty	Description of Equipment & Serial Number	Total Cost	
	DATA/VOICE HARDWARE	EQUIPMENT	\$39,104.00
		EQUIMENT	339,404.00
			· .
		1	
⊠ Soc at	rached Exhibit A for full schedule of equipment and software, attached hereto and made part hereof	Total Co.	st: \$39,104.00

#### SCHEDULE OF RENTAL PAYMENTS

Lease Term (In Months)	Total Number of Rental Payments	Amount of Each Rental Payment (Plus Applicable Taxes)	Advance Payment (Plus Applicable Taxes)	Documentation Fee	. End of Lease Purchase Option
	2.4	\$1,261.78	\$0.00	\$100.00	⊠ \$1.00 Purchase Out
36	30	\$1,201.75	\$0.00	\$100.00	Last Funding Date: 08/06/06
Additional Pro	visions:				

Important Notice: We have written this Lease in plain language because we want you to understand its forms. Please read this Lease carefully. The words "you" and "your" mean the Losses unined below. The words "we", "us", and "out" refer to the lease ramed below. By signing this lease, you agree to the terms on the frunt and reverse sides or subsequent pages, including all the terms and conditions. This lease is the complete and exclusive statement of the agreement between you and us. You certify that all the information contained in this lease and your application is correct and complete. This lease is not binding upon us until we signif.

Execution and Delivery of Lease This Lease will be orested and evidenced as follows: (i) we will deliver to you (at the e-mail, facsimile or business address you provide to us) an electrotic (e-mail or facsimile) or paper version of each document to be signed by you, including this Lease and any exhibite or related documents (each, a "Document"), (ii) you will prins (if applicable) and manually sign the signature page to each such Document and deliver to us by facinitie or other means the signature page; (ii) we will manually sign each signature page to delivered by you (if the Decument requires your signature); and (iv) we will attach each fully signed signature page to a printed paper copy of the applicable Document. By so signing and transmitting a Document to us, you confirm your intent to sign such. Decument and accept its terms. You acknowledge that we are relying upon your promise that you have not moulified the Document sent to you for signature. We note (including perfection of security interests and admissibility of evidence) the solvenignal authenticated Document. We noted you a configurate that you for each fully signed Document and mill retain each original authenticated Document. We have presented by the spread of the promptly send you are signatured and will retain each original authenticated Document.

LESSOR: GENERAL ELECTRIC CAPITAL CORPORATION	LESSEE: KCALORCUIT SOLUTIONS, LEC
By: Quality	Signature: X Saugh Vugslinus
Name & Title:	Name & Title: X GAVY PrestiPiNO SUP OPERAtion
Date: (//) 4 / 8 / 04	Date: X 5-12-2006 Fed Tax ID or SSN: X 4/84 805/

Unconditional Personal Guarantee: In consideration of Letser entering into the above Lease in reliance on this Guarantee, the undersigned, jointly and severally, if more than one, unconditionally and irrevocably guarantees, as primary oblight and not merely at surery, to Lease, its teadestures and assigns, the prompt payment and performance of all obligations of Lesses under the Lease, whether such obligations are now or hereafter existing. The undersigned agrees that (a) this is an absolute, unconditional and continuing guarantee of payment and not of collection and that Lessor can proceed directly against the undersigned without disposing of any recently or recking to collect from Lesses under the Lease, (b) the undersigned without definition and notices, including those of protest, presemment and domand, (c Lessor may renow, extend or otherwise change the terms of the Lesse without notice to the undersigned and the undersigned will be bound by such changes, and (d) the undersigned will pay all of Lessor's costs of enforcement and collection. This Guarantee curvives the bankingtor of Lesses and points the undersigned's eliminations, successors the descipant. The undersigned's obligations under this Guarantee configue even if Lesses becomes insolvent or bankingtor of Lesses and points the undersigned agrees not to be repaid by Lessee in the event the undersigned must pay Lessor. THIS GUARANTEE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. EACH OF THE UNDERSIGNED AGREES TO JURISDICTION AND VENUE IN THE STATE OF IOWA. Each of the undersigned authorizes Lessor to conduct an investigation of bis/her/its credit history and directs hig/her/its creditions (including banks, leasing companies and trade suppliers) to release information regarding his/her/its credit to Lessor, is successors and assigns. Each of the undersigned authorizes Lessor to conduct an investigation of bis/her/its credition the lease.

Guarantor:		Guarantor:	
Signature:	X	Signature:	ŢΧ
Name & Title printed (if Ensity):	X	Name & Title printed (if Entity):	X

2.

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(Page 1 of 2)

1. COMMENCEMENT OF LEASE; RENTAL PAYMENTS. You agree to lease from us the Equipment described in this Lease and remit to us Rental Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. When you receive the Equipment, you agree to inspect it end to verify by telephone such information as we may require or, at our request, send us a written certificate of acceptance. We do not have to accept this Lease and we are not obligated to purchase a unit of Equipment from Supplier or lease a unit of Equipment to you unless on or before the Last Puriding Delimination in satisfactory form and substance. (b) you have accepted the Equipment in accordance with the terms set forth below, (c) we have received all required documentation in satisfactory form and substance, (b) you have accepted the Equipment in accordance with the terms set forth below, (c) we have received all required documentation in satisfactory form and substance, (b) you have accepted the Equipment in accordance with the terms set forth below, (c) we have received all required documentation in satisfactory form and substance, (b) you have accepted the Equipment of the documentation of the property in your business, operations or financial condition occurs, and (c) no Event of Default at described in Section 10 occurs and it then continuing. If we do not accept this Lease, we will return to you any Advance Payment. If all the conditions precadent set forth above have been met and we have accepted this Lease, the Lease Term begins on the date you accept the Equipment (the "Lease Commencement Date"). ONCE WE ACCEPT THIS LEASE, YOU MAY NOT CANCEL IT DURING THE LEASE TERM. If the Lease Commencement Date is not the first entit day of any calendar month (a "Payment Date and the Payment Date which first occurs after the Lease Commencement Date is on the first Payment Date which first occurs after the Lease Commencement Date is the day immediately preceding the first Payment Date after the Lease Commen

2. TAXES. You agree to pay us, when invoiced, all sales and use taxes and other similar charges imposed relative to this Lease, the Rental Payments or the Equipment. If the Purchase Option amount is \$1.00 (a "Dollar Purchase Option"), you agree to file any required personal property tax returns and if we ask, provide us with proof of payment. If the Purchase Option mount is other than \$1.00 (a "Stated Purchase Option"), you agree at our option to either (s) reimburse us for all personal property taxes which we may be required to pay as the owner of the Equipment of (b) remit to us each month our estimate of the monthly equivalent of the annual personal property taxes to be assessed. If an increase in the federal corporate income tax rate or a change in the "accelerated cost recovery deductions" allowed by the Internal Revenue Code of 1986, as amended, adversely affects our after-tax earnings on this Lease, we may increase the Rental Psyments to offset such adverse effect and a change in the Rental Psyments is effective on the effective date of such increase.

3. NET LEASE. THIS LEASE IS A NET LEASE AND YOUR FAYMENT OBLIGATIONS HEREUNDER ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, ABATEMENT, REDUCTION, RECOUPMENT, DEFENSE OR SETOFF FOR ANY REASON WHATSOEVER.

4. OWNERSHP. If this lease provides for a Dollar Purchase Option, you will have title to the Equipment and will be deemed to be the owner of the Equipment and will be entitled to all tax benefits. If this Lease provides for a Stated Purchase Option, we will have title to the Equipment unless and until you exercise any Purchase Option available to you at the end of the Lease Term. To secure your obligations to us under this Lease, you grant us a first priority security interest in the Equipment and all related proceeds. You interesting the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, a financing settement and any amendment dierest or continuation thereof relating to the Equipment, and containing any other information required by the applicable Uniform Commercial Code. At our request, you will attach identifying labels supplied by us showing our interest in a prominent position on each unit of Equipment.

5. MAINTENANCE. You will, at your own expense, (a) keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted, free of all-claims, liens and encumbrances of any kind or nature. (b) not move the Equipment from the Equipment Location without our prior written consent. (c) use the Equipment solely for commercial purposes in the manner for which it is intended and in compliance with all applicable laws and manufacturer requirements or recommendations, (d) perform all service and maintenance requirements described in the operator's and instrument manuals provided by the manufacturer or Supplier and keep the Equipment eligible for any manufacturer's warranty certification, and (e) give us reasonable access to inspect the Equipment and its maintenance and other records. All additions, upgrades, replacement parts and attachments will become part of the Equipment unless they can be easily removed without damage to the original Equipment. You will not attach any of the Equipment is located to waive any rights they may have in the Equipment.

6. DISCLAIMER OF WARRANTIES. You have selected the Equipment. You acknowledge that the Supplier, the manufacturer of the Equipment and their respective representatives are not our agents and are not authorized to modify the terms of this Lease. You are aware of the name of the manufacturer or Supplier of each item of Equipment and you will contact the manufacturer or Supplier of each item of Equipment and you will contact the manufacturer or Supplier of the Equipment. We are LEASING THE EQUIPMENT TO YOU "AS-IS". WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR INFLIED REPRESENTATIONS OR WARRANTIES REGARDING THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, ITS DESIGN, MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. WE SHALL HAVE NO LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CUNSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR THIS LEASE. WE WILL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OF THIS LEASE OR FOR ANY LOSSES, DAMAGES, DELAY OR FAILURE TO DELIVER THE EQUIPMENT. THIS LEASE CONSTITUTES A "FINANCE LEASE" AS DIFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You agree to waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent permitted by applicable law, you also hereby waive any rights now or hereafter conferred by stame or otherwise that may limit or modify any of our rights or remedies under this Lease, including any rights you may have which require us to (a) sell any Equipment to multipate damages or (b) provide you with notices of default, intent to accelerate amounts becoming due or acceleration of such amounts. If you signed a purchase order for the Equipment, you assign to us, without further action on your or our part, all or your rights but none of your obligations with respect to the Equipment and any proceeds thereof and agree to, upon our request, obtain consent from the manufacturer or Supplier of Equipment with respect to such assignment. Unless the second of th

you are in default under this Lease, you may at your own expense enforce all warrantion and other rights directly against the manufacturer.

7. INDEMNITY. You are responsible for, and agree to defend and indemnify as against, all losses, damages, claims, injuries and attorneys' fees incurred or asserted by any person that relate to the Equipment. We reserve the right to control the defense and to solect or approve defense counsed. This indemnify survives the expiration or termination of this Lease. If this Lease provides for a Stated Purchase Option, you agree that it was entered into on the assumption that we will be entitled to cortain tax benefits available to the owners of the Equipment, and you agree to indemnify us for the loss of any income tax benefits caused by your acts or emissions.

owner of the Equipment, and you agree to indemnify us for the loss of any income tax benefits caused by your acts or craissions.

8. LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged, you will (and Rental Payments will continue to accrue without abatement until you), at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us a sum equal to (1) all Rental Payments and other amounts then due and payable under this Lease, and (2) the present value of (i) all Rental Payments to become due during the remainder of the Lease Term, and (ii) the Purchase Option amount set forth in this Lease, each discounted at (x) 6% per annum if this Lease provides for a Stated Purchase Option, (y) the lease charge rate (as determined purchant to Section 16) if this Lease provides for a Dollar Purchase Option, or (2) if such applicable rate is not permitted by law, then at the lowest rate permitted by law (collectively referred to as the 'Net Book Value'). We will then transfer to you all our right, title and interest in the Equipment "AS-IS, WHERE-IS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER Incurance proceeds will be applied toward repair or replacement of the Equipment or payment hereunder, as applicable.

9. INSURANCE. You are responsible for loss and damage to the Equipment from any cause whatsoever on and after delivery thereof. You agree, at your cost to: (a) Leop the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and property damage in such amount as we require, naming us as additional insured. Prior to commencement of this Lease and at any time upon our request, you must provide us with revidence of an occurrence type insurance policy covering such risks and liabilities issued by an insurance carrier acceptable to us. The policy must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us.

(Continued on Next Page)

Flow Document Package

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(Page 2 of 2)

#### Terms and Conditions

10. DEFAULT. An Event of Default will occur if: (a) we do not receive any Rental Payment or other payment within 10 days of its due date, (b) you or thy guaranter of your obligations under this Losse ("Guzzanter") do not perform any of your or any Guzzanter's other obligations under this Losse or such Guzzanter's gueranter, and such failure continues for 10 days after we notify you of it, (c) any representation you have made in this Lease or any Guerantor has made in its guaranty shall prove to have been. Palse or misleading in any meterial respect (d) you or any Guarantor become insolvent, are liquidated or dissolved, merge, transfer substantially all of your or its stock or assets, stop doing business or assign your or its rights or property for the benefit of creditors, (c) a petition is filed by or against you or any Guaranter under any bankruptcy or insolvency law, (f) if you are a sole proprietorship, you die or have a guardian appointed, (g) any Guaranum dies or has a guardian appointed, or (h) you default on any other agreement between you and

11. REMEDIES. If an Event of Default occurs, we may, in our sole discretion, do any or all of the following: (2) cancel or otherwise terminate this Lease or any other Lease or agreement between you and uz. (b) require you to immediately pay uz, as compensation for loss of our bargain and not as 2 penalty, a sum equal to the Net Book Value, (c) require you to return the Equipment in accordance with Section 13. (d) reposees the Equipment without your order and you will not make any claims against us (or our agent) for damages or trespass or any other reason if we take such action, and (e) exercise any other right or remedy available at law or in equity. You agree to pay all of our possible of the relative part of the fallowed part of th enforcing our rights against you, including amorneys' fees. We may, but will have no obligation to, sell or otherwise dispose of the Equipment, with or without notice to you, at a public or private sale, and without any duty to account to you with respect to such action or inaction or for any proceeds with respect thereto. You agree that (2) if notice of sale is required by law, five days advance notice will constitute reasonable notice. (b) we may apply the proceeds of any sale or other disposition of the Equipment (after deducting all costs and expenses related to the repossession, sale or other disposition) to the amounts you owe us, (c) you will remain responsible for any balance which may remain after we apply such net proceeds, and (d) we will retain all rights and remedies even if we do not chaose to enforce them at the time of your default. If this Lesse provides for a Dollar Purchase Option and we receive more than the Net Book Value plus our costs and expenses, we will remit any excess to you.

12. END OF LEASE OPTIONS. If this Lease provides for a Dollar Purchase Option and you are not in default, we will release any security interest we have in the Equipment at the end of the Lease Term. If this Lease provides for a Stated Purchase Option and you are not in default, you will have the option at the end of the Lease Term to (a) return the Equipment in accordance with Section 13, (b) extend the Lease Term for a new term upon the terms and conditions set forth in this Lease, or (c) on 60 days salvance writing notice to us, purchase all but not less than all of the Equipment for the Purchase Option amount (and all applicable taxes). If the Purchase Option is stated as a percentage, the Purchase Option amount will be the product of such percentage multiplied by the final Equipment Cost. If the Purchage Option is stated as FMV, FMV will mean the fair market in place walter of the Equipment at the end of the Lease Term, assuming good condition (except for ordinary west and leaf), as estimated by us. Upon payment of the applicable amount, we will manufer the Equipment to you "AS IS, WHERE IS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. IP YOU FAIL TO EXERCISE TITE PURCHASE OPTION, ALL OF YOUR OBLIGATIONS UNDER THIS LEASE WILL CONTINUE UNTIL THE EQUIPMENT IS RETURNED IN ACCORDANCE WITH SECTION 13.

13. RETURN OF EQUIPMENT. If (a) an Event of Default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, or (c) you do not extend the Lease Term, at your cost and risk you will promptly (i) place the Equipment in good order and coadition (except for ordinary wear and tear from normal use), (ii) cause the Equipment to be dieaseembled, demandled, inspected, leated and crated in accordance with the manufacturer's recommendations and any and all local, state and federal regulatory requirements then in effect, (iii) immediately return the Equipment, freight and insurance prepaid, at your risk to any location and aboard any carrier we may designate in the continents. United States, and (iv) pay a return fee of \$100, not to exceed the maximum permitted by law, as reasonable compensation for our costs in processing returned Equipment. Any such Equipment will be accompanied by all accessories originally included with the Equipment, qualifies (if applicable) for continued maintenance under a manufacturer's service and maintenance commet, and includes the latest software release provided by the manufacturer or Supplier to you. You will continue to remit Rental Payments until the first day of the month which follows the date the Equipment is received by us in the condition required by this Lease.

14, assignment, you will not sell, assign or sub-lease the equipment ok your interest in this lease, or file or permit a lien TO BE FILED AGAINST THE EQUIPMENT. We may, without notifying you, (a) release any information we possess about you and this Lease to any prospective investor, participant or purchaser of this Lease, and (b) sell, assign, or transfer this Lease and our interests in the Equipment. You agree that the new owner or any of our assigned and transferoes will have the same rights and benefits that we now have under this Lease but none of our obligations. The rights of the new owner or any of our assignees and transferees will not be subject to any claim, defense, or set-off that you may have against us.

15. PAST DUE PAYMENTS. We may charge you a late charge equal to 10% of any late payment, but not more than the highest legal rate. Any Rental Payments not made when due and other payment obligations incurred as a result of an Event of Default will accrue interest at the lower of 15% per annual or the highest legal rate from their due dife until

16. COMPLIANCE WITH LAWS. You understand that the Equipment may be purchased for each for an amount equal to the cost thereof or it may be lessed. By signing this Lease, you acknowledge that you have chosen to lease the Equipment from us for the Lease Term and agreed to remit Rental Payments and other sums to us. If this Lease of for a Dollar Purchase Option, or a Stated Purchase Option that constitutes a cominal percentage of the Equipment Cost, each Ronal Payment includes a principal amount based on the Equipment Cost and a lease charge taste. The lease charge portion of the Rental Payment can be determined by applying to the Equipment Cost the rate that will amortize the Equipment Cost down to the Purchase Option amount by remittance of the Rental Payments. The lease charge rate may be higher than the actual around interest rate because of the amortization of certain costs and expenses incurred by us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS LEASE RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS LEASE OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.

17. YOUR REPRESENTATIONS. You represent and warrant that (a) you have the lewful power and authority to enter into this Lease, (b) the individuals signing that Lease have been duly authorized to do so on your behalf, (c) by entering into this Lease you will not violate any law or other agreement to which you are a party, (2) you are not aware of anything mat will have a material adverse effect on your ability to satisfy your obligations under this Lease, (e) all financial information you have provided and will provide to us is true, correct and complete and provides an accurate representation of your financial condition, and (f) the location of your chief executive office, state of incorporation or organization, exact legal name, place of residence and organizational identification number, as applicable, have been correctly identified to us.

18. MISCELLANEOUS. You agree that during the Lease Term (a) you will promptly notify us in writing if there is a change in the name, ownership, state of incorporation or formation or organizational number (if any) of your business, or if there is a change in your ownership, (b) you will provide such financial information we may reasonably request, (c) you will take any action we reasonably request to protect our rights in the Equipment and this Lease, and (d) we may insert missing information or correct obvious efforts or your legs) name in this Lesse without further notice to you. This Lesse constitutes the entire agreement between you and us and supersedes any conflicting equipment parchase order or other written or oral agreement. Except as noted in clause (d) above, no modification of this Lesse will be binding unless in writing and signed by you and us. You authorize us (or our agent) to (i) obtain personal credit bureau reports, (ii) make all other credit lequiries we deem necessary, and (iii) furnish payment history information the reporting agencies. You agree to pay us a fee shown on the cover page of this Lease to cover our documentation and investigation costs. Any claim you have against us must be made within one year after the event that caused it. TIME IS OF THE ESSENCE IN THIS LEASE. If a court finds any provision of this Lease to be unenforceable, the remaining terms will remain in effect. If you fail to comply with any provision of this Lease, we have the right but not the obligation to have such provision brought into complience and all expenses we incurred in bring about such compliance will be considered a Rental Payment which is due within five (5) days after the date we send to you a written request for payment. All our and your written notices must be sent by certified or first class mail or recognized overnight delivery service, postage prepaid, to you at your address set forth on the cover page of this Lease or our address at 1010 Thomas Edison Boulevard S.W., Cedar Rapids, lowe 52404, Telephone No.: (800) 535-1450 for by facsimile transmission to you at your facsimile telephone number set forth on the cover page of this Lease or to us at our facsimile telephone number (319) 841-6324, with oral confirmation of receipt. At any time after this Lease is signed, you or we may change an address or faceintile telephone number by giving notice to the other of the change. You

thereby schop whedge and confirm that you have not received any us, financial accomming or legal advice from us, the manufacturer or Supplier of the Equipment.

19. CHOICE OF LAW, THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA, BOTH PARTIES CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN IOWA FOR ALL DISPUTES ARISING UNDER THIS LEASE AND WAIVE ANY RIGHTS TO A JURY

TRIAL IN ANY ACTION ARISING UNDER THIS LEASE.

20. COUNTERPARTS. This Lease may be executed in separate counterpairs, all of which shall together constitutes one and the same instrument IF THIS LEASE
CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UNIFORM COMMERCIAL CODE IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY
INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL
COUNTERPART IDENTIFIED BY US AS THE SOLE ORIGINAL CHATTEL PAPER COPY.

to confirm that you have received and read both pages of the Terms and Conditions)

Flow Document Package

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Document 1-2 Filed 04/23/2008 Page 16 of 31
Please remember to reference Account Schedule #(s) pertaining to your request(s).

Phone: 800-327-9701 319-841-6324

GE Capital

GE CAPITAL P. O. BOX 642555 PITTSBURGH PA 15264-2555

Our Federal Tax ID # 131500700

0001009 GEVIAS01 001 002 1-OUNCE

CIRCUIT SOLUTIONS C/O WESTCOM ATTN: ACCOUNTS PAYABLE 162 5TH AVE NEW YORK NY 10010

Correspondence Only: PO BOX 3083 CEDARRAPIDS LA 52406-3083

Billing ID Number	90133713947
Invoice Number	66088274
Invoice Date	09/09/2007
Due Date:	10/01/2007
Current Items Due:	1,430.54
Total Amount Due:	5,532.89

CEFNE

Account Schedule Number	Due Date	Purchase Order Number Equipment Description	Line Item Amount	Acct/Sched Total
4416161-003*		REFERENCE NUMBER 4416161007  DATA/VOICE HARDWARE  SERIAL NUMBER  MODEL NUMBER  - LOCATION:  30 WALL STREET  NEW YORK NY 10005	·	
	10/01/2007	PAYMENT/INSTALLMENT DUE SALES/USE TAX ON PAYMENT	1,261.78 105.67	
	08/01/2007	LATE CHARGES DUE	63.09	

SERVICE.LEASINGSOURCE.COM PAY BILLS ONLINE.

To ensure proper credit, detach and return this portion with your payment. Please include your billing ID Number on your check.

**CIRCUIT SOLUTIONS** C/O WESTCOM ATTN: ACCOUNTS PAYABLE 162 5TH AVE **NEW YORK NY 10010** 

	Please check here if your address or equipment
ш	location has changed and complete reverse side.

Billing ID Number	90133713947
Invoice Number	66088274
Due Date:	10/01/2007
Current Items Due:	1,430.54
Total Amount Due:	5,532.89

GE CAPITAL P. O. BOX 642555

PITTSBURGH PA 15264-2555

**EXHIBIT E** 



Maxter Note and Security Number: 4416161 Behedula Number: 805

#### DELIVERY AND ACCEPTANCE NOTICE

Berrower Name: KGM CIRCUIT SOLUTIONS, LLC

Londer Name: GENERAL ELECTRIC CAPITAL CORPORATION

Quantity	Equipment Model and Description	Serial Number
	SYSTEM SOFTWARE - CURRENT OF RELEASE	
	See attached Exhibit A for full schedule of equipment and softwart, attached bereto and made part hereof	
Equipment Location	t 30 WALL STREET, NEW YORK, NY 10003	
Equipment Supplier.	EASTERN RESEARCH, INC.	·

ACCEPTANCE NOTICE As evidenced by this Delivery and Acceptance Notice, Borrower, through its authorized representative certifies to Lender that:

(a) All the Equipment (to include any software being financed in connection with the Equipment) has been delivered to and inspected by Borrower on the date set forth below (the "Acceptance Date"):

(b) Borrower has irrovocably accepted the Equipment as of the Acceptance Date;

- (c) No event which would allow the Lender to declare a Default (as defined in Section 11 of the Master Note and Security Agreement) has occurred, and all of the representations and warranties made in the Master Note and Security Agreement by the Borrower are true as of the Acceptance Date:
- (d) Bostower bereby expressly authorizes Lender to insert the Acceptance Date in the space below upon the verbal instruction of Bostower.

BOTTOWER KGMCIRCUIT SOLUTIONS, LLC

By: X

Name: X

Kevin Gur

Title: X

Meman

Acceptance Date: X

DOGGOD



# Exhibit A to Schedule and Certificate of Acceptance

KGM CIRCUIT SOLUTIONS, LLC

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**EXHIBIT F** 



# **Equipment Finance Services**

10 Riverview Drive Danbury, CT 06810

T (203) 749-6000

October 20, 2007

Customer KGM Circuit Solutions LLC 30 Wall Street New York, NY 10005

Re:

Notice of Assignment - Equipment Schedule No. 4416161-003 (the "Designated Schedule") incorporating by reference the terms and conditions of that certain Master Lease Agreement dated as of August 2, 2006, both between General Electric Capital Corporation ("GE") and KGM Circuit Solutions LLC ("Customer").

#### Ladies and Gentlemen:

GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

GENERAL ELECTRIC CAPITAL CORPORATION

By: Name: Joeller Bentson

Title: Capital Markets Operations - Syndications

NATIONAL CITY COMMERCIAL CAPITAL COMPANY, LLC

Purchaser

Name: There As C.

Title: VICE PARSIBENT.

**EXHIBIT G** 



Agreement # 4416161

#### Master Note and Security Agreement

"Master Agreement" means this Master Note and Security Agreement. "Schedulo" means any Paymont Schedule signed by you and us that incorporates the terms of this Master Agreement. "Note" means this Master Agreement and is also referred to as "we", "us" and "nur", "Borenwer" means the entity or individual identified below and is also referred to as "you" and "your", "Equipment" means the equipment described on each Schedule. "Collateral" has the meaning given to such term in Section 5 below.

1. COMENCEMENT OF SCHEDULE. Commencement of a Schedule (the "Commencement Date") will occur upon our funding of the Original Principal Balance of the Schedule to you or your designee; provided that we do not have to fund the Original Principal Balance of a Schedule to you or your designee unless on or before the Last Funding Date indicated on such Schedule (which is the date the credit approval for such Schedule expires): (a) we have received all required documentation (including confurnation of acceptance) in satisfactory form and substance and any required Advance Payment, (b) no material adverse change in your business, operations or financial condition occurs, and (c) no Default as described in Section 11 occurs and is then continuing. Your OBLIGATIONS TO REMIT PAYMENTS TO US UNDER EACH NOTE SHALL BE ABSOLUTE, UNCONDITIONAL AND NONCANCELLABLE, AND SHALL BE COMPLETELY INDEPENDENT OF ANY DEFECT OR DAMAGE TO THE SQUIPMENT (OR ANY OTHER COLLATERAL) OR LOSS OF POSSESSION OR USE OF THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR ANY FAILURE ON USE ANY EQUIPMENT (OR ANY OTHER COLLATERAL) OR MAKE ANY FAYMENTS RELATED THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR MAKE ANY FAYMENTS RELATED THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR MAKE ANY FAYMENTS RELATED THE EQUIPMENT (OR ANY OTHER COLLATERAL) OR MAKE ANY FAYMENTS RELATED THERETO, AND SHALL NOT BE SUBJECT TO ANY SET-OFFS, ABATEMENTS, SUSPENSIONS, DEFERMENTS, REDUCTIONS, CLAIMS, COUNTERCLAIMS OR DEFENSES OF ANY NATURE WHATSOEVER.

2. DISCLAIMER. YOU ACKNOWLEDGE AND AGREE THAT: (6) WE ARE NOT THE SUPPLIER OR MANUFACTURER OF THE EQUIPMENT (OR OF ANY OTHER COLLATERAL) OR ANY PART THEREOF OR THE REPRESENTATIVE OF EITHER THE SUPPLIER OR MANAFACTURER; (6) YOU HAVE SELECTED THE EQUIPMENT AND (AS APPLICABLE) ANY OTHER COLLATERAL AS SUITABLE FOR YOUR PURPOSES: BASED SOLELY UPON YOUR OWN JUDGMENT WITHOUT ANY ASSISTANCE FROM US OR OUR AGENTS OR EMPLOYEES; (c) YOU EXPRESSLY DISCLAIM RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR OUR AGENTS OR EMPLOYEES; (d) THE EQUIPMENT AND (AS APPLICADLE) ANY OTHER COLLATERAL IS OF A DESIGN, SIZE, FITNESS AND CAPACITY SELECTED BY YOU AND THAT YOU ARE FULLY SATISFIED THAT THE SAME IS SUITABLE AND HIT FOR ITS PURPOSES; AND (e) WE DO NOT MAKE, HAVE NOT MADE, NOR SHALL WE BE DEEMED TO MAKE OR HAVE MADE, ANY REPRESENTATION OR WARRANTY. OF THE EQUIPMENT OR (AS APPLICABLE) ANY OTHER COLLATERAL, INCLUDING, WITHOUT LIMITATION, THE FITNESS FOR ANY PARTICULAR PURPOSE, USE OR MERCHANTABILITY, OR ANY WARRANTY AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, COMPLIANCE WITH APPLICABLE LAW, USE OR OPERATION OR CONDITION OR CAPACITY, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP, OR AS TO SAFETY, PATENT, TRADEMARK OR COPYFIGHT INFRINGEMENT. ALL SUCH RISKS, AS BETWEEN YOU, AND US ARE TO BE BORNE, BY YOU. WE SHALL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OTHERWISE.

3. NOTE PAYMENTS; ADJUSTMENTS, You agree to remit to us the Note Payments (as set forth in the Schedule) and all other sums when due and payeble each Billing Period at the address we provide to you from time to time. Your Note Payment is calculated, in art, using an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of the Note as published in the Federal Reserve Statistical Release H.15 (available at http://www.federalreserve.gov/releases/n15/update/) on the date we wither menager the

corresponding Schedule or (if applicable) send you a written financing proposal/quote relating to the Equipment (the 'Initial Rate Date"). The interest rate and your Note Payment may be adjusted if the Swap Rate as reported 4 business days prior to acceptance of the Equipment is different than the Swap Rate as reported on the Initial Rate Date. We will notify you if the interest rate changes. If the invoiced amount for the Equipment relating to a Schedule is more than the Original Principal Balance shown on that Schedule due to changes in Equipment configuration or other cost factors affecting such invoiced amount, and if such an increase is within the dollar limits and time limits of our credit approval, you authorize us to increase the Original Principal Balance by not more than 15% and adjust your Note Payment (using the Interest Rate then applying to the Schedule). We will notify you of any such adjustment.

4. OTHER CHARGES. You agree to: (a) pay all costs and expenses associated with the ownership, use, maintenance, servicing, epair or replacement of the Equipment and (as applicable) any other Collateral and (b) pay all premiums and other costs of insuring the Equipment and (as applicable) any other Collateral. In addition, you will (1) retimburse us for all costs and expenses uncluding reasonable anomeys' fees and court costs) incurred in enforcing the Note and (2) pay all other costs and expenses for which you sate obligated under the Note, including any Document Fee specified in the Schedule' (the 'Other Charges'). You agree to file all required property and other taxes promptly, which may be assessed against the Equipment or against eny of the other Collateral. We may take on your behalf any action required under the Note, which you fail to take, and upon receipt of our invoice you will promptly pay our costs, plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25.00 for any check, which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

5. SECURITY INTEREST. As security for the payment of any of your obligations and liabilities of any nature whatsoever, direct or indirect, absolute or contingent, now existing or hereafter contracted or acquired, to us pursuant to this Master Agreement and any stensions and modifications hereof (any and all of which are sometimes referred to hereafter s the "Indebtedness"), you hereby give, grent and assign to us, our successors and assigns, a continuing first perfected security interest in the Equipment, all repairs, ecessories, additions, parts, supplies, attachments, devices, replacements and substitutions for or accessions to such property, all software used in connection with such property, all insurance or other proceeds of such property, all accounts, contract rights, documents, instruments, accounts receivable, general intangibles, chattel paper and books and records directly or indirectly related to the foregoing and all your security deposits, revenues or other funds or property in possession of or in transit to us (all herein referred to collectively the "Collateral"). You hereby authorize us to prepare and file, electronically or therwise, a financing statement and any amendment thereto or continuation of assignment thereof relating to our interest in the Collateral, and containing any other information equired by the applicable Uniform Commercial Code. A photostatic copy or other eproduction of this Master Agreement or of a financing statement shall be sufficient as a financing statement.

6. LATE CHARGES. For any payment, which is not received by its due daile, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22.00 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

Continued on next page

BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY THE LAWS OF JOWA. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2, ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS YOU AND WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE

GENERAL ELECTRIC CAPITAL CORPORATION		KGM CIRCUIT SOLUTIONS LLC	:.
1010 Thomas Edison Blvd, Cedar Raples, IA 52404		Full Loyal Name	्रे इक्
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7. MAINTENANCE AND REPAIR. You must keep the Equipment and any other Collateral free of liens (other than our lien). You may not remove the Equipment or (as applicable) any other Collaberal from the address indicated on the front of a Schedule without first obtaining our approval. You agree to: (a) keep the Equipment and any other Collateral in your exclusive control and possession; (b) USE THE EQUIPMENT AND MNY OTHER COLLATERAL ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES: (e) use the Equipment and any other Cultateral in conformity with all insurance requirements, manufacturer's instructions and manuals; (d) keep the Equipment and (as applicable) any other Collacted repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (e) give us reasonable access to inspect the Equipment and (as applicable) any other Collateral and the related maintenance and other records.

INDEMNITY. YOU ARE RESPONSIBLE FOR ALL LOSSES, DAMAGES, CLAIMS, INFRINGEMENT CLAIMS, INJURIES AND ATTORNEYS' FEES AND COSTS (collectively "CLAIMS"), INCURRED OR ASSERTED BY ANY PERSON, IN ANY MANNER RELATING TO THE EQUIPMENT OR ANY OTHER COLLATERAL, INCLUDING THE USE CONDITION OR POSSESSION OF SUCH EQUIPMENT OR SUCH OTHER COLLATERAL. YOU AGREE TO DEFEND AND INDEMNIFY US AGAINST ALL CLAIMS, ALTHOUGH WE RESERVE THE RIGHT TO CONTROL THE DEFENSE AND TO SELECT OR APPROVE DEPENSE COUNSEL. THIS INDEMNITY CONTINUES BEYOND THE TERMINATION OF THIS AGREEMENT AND/OR THE TERMINATION OF ANY SCHEDULE.

LOSS OR DAMAGE. If any item of Equipment is lost, stolen or damaged you will at your option and cost, either: (a) promptly repair the item or replace the item with a comparable item reasonably acceptable to us (along with repaining or replacing any other Collateral lost, stolen or damaged); or (b) pay us the sum of: (i) all past due and current Note Payments, (ii) the then remaining principal balance of the applicable Note (after application of item (b)(i)), and (iii) all Other Charges. In the event you exercise option (a) shove and replace the Equipment, you will (A) notify us of such replacement within 30 days of the date the Equipment is lost, stolen or damaged and (B) replace the Equipment with an item of like or better kind of equipment by the same manufacturer. In the event you exercise option (b) above, we will then release our security interest in the Collateral. Insurance proceeds will be applied toward repair, replacement or paymont hereunder, as

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10. INSURANCE. You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming you and us as loss payers as our interests may appear, and (b) maintain public liability insurance, covering personal injury and property damage in such amount as we may require, naming is as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, nonrenewal or amendment, and must provide deductible amounts acceptable to us. Upon our request, prior to the Commencement Date of a Schedule and at any time thereafter, you must provide us with evidence of such insurance coverages.

11. DEFAULT. You will be in default ("Default") under the Note if: (a) you fail to termit to us any payment within 10 days of the due date or breach any other obligation under the Note; (b) a petition is filed by or against you under any bankruptcy or insolvency law, or (c) you default under any other agreement with us or any of our

12. REMEDIES. Upon the occurrence of a Default, we, at our option, may declare all of the obligations and liabilities secured by this Master Agreement and all Notes to be immediately due and payable, without demand or notice to you. The obligations and liabilities accelerated thereby shall bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Upon the occurrence of a Default, we may, in our sole discretion, elect to foreclose or realize upon the Collateral. Should we elect to foreclose or realize upon the Collateral, you expressly agree that your rights under and interests in the Collateral shall be (to the maximum extent permitted under applicable law) automatically, and without any further action required of any party, assigned and conveyed to us, but that we shall have no obligations or liabilities related to the Collateral, all of which shall remain with you. You agree to execute and deliver to us (or our designee) such agreements, documents and instruments as may be necessary, in our sole discretion, to effect such assignment and conveyance. Upon such assignment and conveyance, you expressly acknowledge that we may exercise any of the rights related to the Collateral to the exclusion of you. In addition, we may exercise all rights and emedies available to us under the law and Uniform Commercial Codo as now

enacted or as may be from time to time amended and, in conjunction with, addition to or substitution for those rights and remedies, at our discretion, we may, in conformity with applicable law (i) enter upon your premises and take possession of, assemble and collect to Collateral or to render it unusable, (ii) require you to assemble the Collateral and make is evailable at a place we designate which is mutually convenient, to allow us to take possession or dispose of the Collateral, (III) sell the Collateral at public or private sale, whether or not the Collateral is in our constructive possession, in one or more sales, as an entirety or la parcels, and be, at our election, the purchases at any such sale: and/or (iv) lease or otherwise dispose of all or part of the Collateral applying the resulting proceeds to all expenses in connection with the taking and sale or lease of Collateral, and any balance of such proceeds toward the payment of your obligations in such order of application as we may from time to time elect, provided that any proceeds we receive in excess of your obligations will be remitted to you or (as the case may be) the party otherwise lawfully entitled thereto

Without limitation to the foregoing, it is agreed that upon 5 days' notice to you and within 6 months of repossession (i) any private sale of the Colleteral in "as is" condition at wholesale including, without limitation, sales based on bids received from dealers, manufacturers or otherwise, or (ii) any lease of the Collateral, in both events without the need for advertising, shall be a commercially reasonable disposition of the Collateral. In no event will blue book, black book. NADA or other published price lists be determinative of the commercial reasonableness of any disposition of the Collateral. Notwithstanding any repossession or any other action which we may take with respect to the Collaberal, you shall be and remain liable for any deficiency and for the full performance of all obligations on your part to be performed. All such remedies are cumulative and, to the extent permitted by law, may be exercised concurrently or separately.

13. ASSIGNMENT. YOU MAY NOT ASSIGN OR DISPOSE OF ANY RIGHTS OR OBLIGATIONS UNDER THE NOTE OR WITH RESPECT TO THE EQUIPMENT OR WITH RESPECT TO ANY OTHER COLLATERAL OR LEASE THE EQUIPMENT, WITHOUT OUR PRIOR WRITTEN CONSENT. We may, without notifying you, (a) assign all or any portion of our interest in the Note or all or any portion of our interest in the Equipment or any other Collateral; and (b) release information we have about you and the Note to the manufacturer, supplier or any prospective investor. participant or purchaser of the Note. If we do make an assignment under subsection 13(2) above, our assignce will have all of our rights under the Note (to the extent of such usignment), but none of our obligations (unless we and such assignce agree otherwise in writing). You agree not to assert against our assignee claims, offsets or defenses you may

14. MISCELLANEOUS, Notices must be in writing and will be deemed given 5 days after mailing to your or (as the case may be) our business address. You represent that: (a) you have authority to enter into the Note and by so doing you will not violate any law or agreement; and (b) the Note is signed by your authorized officer, representative or agent The Note is the entire agreement between you and us, and cannot be modified except by another document signed by you and us. The Note is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our representatives to: (a) obtain credit reports and make credit inquities; and (b) furnish your payment history to credit reporting agencies. Any claim you have against us must be made within 2 years after the event, which caused it. If a court finds any provision of the Note to be menforceable, all other terms will remain in effect and enforceable. You authorize us to insert o correct missing information on the Note, including the Commencement Date, your proper legal name, serial numbers and any other information describing the Equipment, If you so request, and we permit the early termination of a Schedule, you gree to pay a fee for such privilege.

15. LIMITATIONS ON CHARGES. This Section controls over every other part of this Master Agreement and over all other documents now or later pertaining to the Note. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Master Agreement that could, but for this Section, be read under any circumstances to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Note to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed liftited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Note, or refunded

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**GE Capital** 

GE CAPITAL P. O. BOX 642555 PITTSBURGH PA 15264-2555

Our Federal Tax ID # 131500700

KGM CIRCUIT SOLUTIONS LLC C/O WESTCOM

**NEW YORK NY 10010.** 

ATTN: ACCOUNTS PAYABLE 162 5TH AVE

Please remember to reference Account Schedule #(s) pertaining to your request(s).

Phone: 800-327-9701 Fax: 319-841-6324

Correspondence Only: PO BOX 3083 CEDAR RAPIDS IA 52406-3083

Billing ID Number	90133740113	
Invoice Number	65901415	
Invoice Date	08/08/2007	
Due Date:	09/01/2007	
Current Items Due:	679.77	
Total Amount Due:	2,621.97	

count Schedule Number  Number	Purchase Order Number Equipment Description	Amount Tot	
416161-002*	REFERENCE NUMBER 4416161006  MODERN CABLE - LOCATION:  111 8TH AVE  NEW YORK NY 10015		
09/01/200	7 PAYMENT/INSTALLMENT DUE	647.40	
07/01/200	7 LATE CHARGES DUE	32.37	

To ensure proper credit, detach and return this portion with your payment. Please include your billing ID Number on your check.

KGM CIRCUIT SOLUTIONS LLC C/O WESTCOM ATTN: ACCOUNTS PAYABLE 162 5TH AVE **NEW YORK NY 10010** 

Please check here if your address or equipment location has changed and complete reverse side.

Billing ID Number	90133740113
Invoice Number	65901415
Due Date:	09/01/2007
Current Items Due:	679.77
Total Amount Due:	2,621.97

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**EXHIBIT H** 



Master Note and Security Number: 4416161 Schedule Number:002

#### DELIVERY AND ACCEPTANCE NOTICE

Borrower Name: KGM CIRCUIT SOLUTIONS LLC

Lender Name: GENERAL ELECTRIC CAPITAL

CORPORATION		
Quantity	Equipment Model and Description  DATAVOICE HARDWARE - See attached Exhibit A for full sched  equipment and software, attached herein and made part hereof	Serial Number
Equipment Location	on: 30 WALL STREET, NEW YORK, NY 10805 111 8th Cuc 1.	y.n.y. @
Equipment Supplie	r. EASTERN RESEARCH, INC.	
All the Equipment the date set forth to be Borrower has irre- No event which we and all of the repre Date;	TICE As evidenced by this Delivery and Acceptance Notice, Borrower, the content of the include any software being financed in connection with the Equipment below (the "Acceptance Date"); wocably accepted the Equipment as of the Acceptance Date; ould allow the Lender to declare a Default (as defined in Section 11 of the escentations and warranties made in the Master Note and Security Agreement of the section 11 of the escentations and warranties made in the Master Note and Security Agreement of the section 11 of the escentations and warranties made in the Master Note and Security Agreement of the section of the sec	Master Note and Security Agreement) has occurred, ent by the Remover are true as of the Acceptance
orrower: KGM CIR	RCUIT SOLUTIONS ILC	

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# Exhibit A to Schedule and Certificate of Acceptance

KGM CIRCUIT SOLUTIONS LLC

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SPS-1000 Power Supply (AC)	
SPS-1000 Fon Tray (Frant)	11
SPS Octor T1/E1-DEP41 Module (Pront)	1
8PS Cotal TUES Module (Reas)	1
SPS Conferenting Share (1 copy per Module Cot	11
Cables & Accessories	
60-PN TELCO to 8 indicidual RJ48C (processor)	1 ·
SPS-1000 Rient Preser Burgly Bottol	
SPS WINNE Bessel (1-Blof)	6
GPS-1000 ICIAM Muli Madery Catile	1
SPS Cole! TVE1 Debits Part Cable	1

Lesson initials; X Delle: 10/2606

**EXHIBIT I** 



# **Equipment Finance Services**

10 Riverview Drive Danbury, CT 06810

T (203) 749-6000

October 20, 2007

Customer KGM Circuit Solutions LLC 30 Wall Street New York, NY 10005

Re:

Notice of Assignment - Equipment Schedule No. 4416161-002 (the "Designated Schedule") incorporating by reference the terms and conditions of that certain Master Note and Security Agreement dated as of October 30, 2006, both between General Electric Capital Corporation ("GE") and KGM Circuit Solutions LLC ("Customer").

#### Ladies and Gentlemen:

GE hereby gives Customer notice that GE has assigned to National City Commercial Capital Company, LLC ("Purchaser"), whose offices are at 995 Dalton Avenue, Cincinnati, Ohio 45203 all right, title, interest and obligations of GE in and to the Designated Schedule, the equipment described on the Designated Schedule (the "Equipment") and any related documents. From and after the date of this Notice, all payments of rent, principal and interest and other sums now or hereafter becoming due pursuant to the Designated Schedule shall be paid directly to Purchaser as Purchaser shall direct in Purchaser's invoices and any notices or other correspondence to be delivered by Customer pursuant to the Designated Schedule shall be delivered to Purchaser at the address specified above.

GENERAL ELECTRIC CAPITAL CORPORATION

Title: Capital Markets Operations - Syndications

NATIONAL CITY COMMERCIAL CAPITAL COMPANY, LLC

Purchaser

By:\_\_\_\_ Name:

Title: UICIE

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